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सं. 29] नई दिल्ली, अगस्त 9—अगस्त 15, 2020, शनिवार/श्रावण 18—श्रावण 24, 1942
No. 29] NEW DELHI, AUGUST 9—AUGUST 15, 2020, SATURDAY/SRAVANA 18—SRAVANA 24, 1942

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 1 जुलाई, 2020

का.आ. 617.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के दूतावास, उलनबटोर में श्री पवन कुमार, सहायक अनुभाग अधिकारी को दिनांक 01 जुलाई 2020 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी-4330/01/2017]

विष्णु कुमार शर्मा, निदेशक (सी.पी.वी.)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 1st July, 2020

S.O. 617.— Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Pawan Kumar, Assistant Section Officer as Assistant Consular Officer in Embassy of India, Ulaanbaatar to perform the Consular services with effect from 01 July, 2020.

[F. No. T-4330/01/2017]

VISHNU KUMAR SHARMA, Director (CPV)

नई दिल्ली, 1 जुलाई, 2020

का.आ. 618.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, न्यूयॉर्क में श्री अमन सैनी, सहायक अनुभाग अधिकारी को दिनांक 01 जुलाई 2020 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी-4330/01/2016]

विष्णु कुमार शर्मा, निदेशक (सी.पी.वी.)

New Delhi, the 1st July, 2020

S.O. 618.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Aman Saini, Assistant Section Officer as Assistant Consular Officer in the Consulate General of India, New York to perform the Consular services with effect from 01 July, 2020.

[F. No.T-4330/01/2016]

VISHNU KUMAR SHARMA, Director (CPV)

नई दिल्ली, 1 जुलाई, 2020

का.आ. 619.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के दूतावास, वार्सा में श्रीमति अनु मलिक, सहायक अनुभाग अधिकारी को दिनांक 01 जुलाई 2020 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी-4330/01/2016]

विष्णु कुमार शर्मा, निदेशक (सी.पी.वी.)

New Delhi, the 1st July, 2020

S.O. 619.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Smt. Anu Malik, Assistant Section Officer as Assistant Consular Officer in Embassy of India, Warsaw to perform the Consular services with effect from 01 July, 2020.

[F. No. T-4330/01/2016]

VISHNU KUMAR SHARMA, Director (CPV)

कोयला मंत्रालय

नई दिल्ली, 11 अगस्त, 2020

का.आ. 620.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त होने की संभावना है;

और, उक्त अनुसूची में वर्णित भूमि के क्षेत्र में अंतर्विष्ट करने वाला रेखांक संख्यांक आरईवी/06/2020, तारीख 04 मार्च, 2020, का निरीक्षण सेंट्रल कोलफील्ड्स लिमिटेड (भूमि और राजस्व विभाग), दरभंगा हाउस, राँची – 834029 (झारखण्ड) के कार्यालय में अथवा महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, मगध आम्प्रपाली क्षेत्र, जिला राँची (झारखंड) के कार्यालय में या उपायुक्त, जिला लातेहार (झारखण्ड) या महाप्रबंधक (खोज प्रभाग), आर.आई.-III, केन्द्रीय खान योजना एवं डिजाईन संस्थान लिमिटेड, गोंडवाना पैलेस, कांके रोड, राँची (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में किया जा सकता है।

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

2. उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति --

- (i) सम्पूर्ण भूमि या उसके किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा; या
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गई कार्यवाई से हुई क्षति या संभावित क्षति, अधिनियम की धारा 6 के अधीन किसी नुकसानी के लिए प्रतिकर का दावा कर सकेगा; या
- (iii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन समाप्त हो गई पूर्वोक्षण अनुज्ञप्तियों के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन समाप्त हो गये खनन पट्टे के लिए प्रतिकर का दावा कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (1) के खण्ड (i) से खंड (iv) में विनिर्दिष्ट मदों के संबंध में उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, सारणियों और अन्य दस्तावेजों को,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर महाप्रबंधक, सेंट्रल कोलफील्ड्स लिमिटेड, मगध आम्प्रपाली क्षेत्र, जिला लातेहार (झारखण्ड) अथवा महाप्रबंधक, सेंट्रल कोल फील्ड्स लिमिटेड, भूमि और राजस्व विभाग, दरभंगा हाउस, राँची – 834029 (झारखण्ड) को परिदान करेगा।

अनुसूची**मगध विस्तार – III**

जिला लातेहार (झारखण्ड)

[रेखांक संख्यांक आरईवी/06/2020, तारीख 04 मार्च, 2020]

क्र.सं.	ग्राम	थाना संख्या	थाना	जिला	क्षेत्र		टिप्पणियां
					एकड़ में	हेक्टेयर में	
1.	चेटर	59	बालुमाथ	लातेहार	6.34	2.57	भाग
2.	सेरेगड़ा	60	बालुमाथ	लातेहार	22.74	9.20	भाग
जोड़ :					29.08 एकड़ (लगभग)	11.77 हेक्टेयर (लगभग)	

सीमा वर्णन:

क-ख-ग-घ-ड.-च-छ-ज-क	-	रेखा बिन्दु 'क' से आरंभ होकर बिन्दु 'ख-ग-घ-ड.-च-छ' और 'ज' से गुजरते हुए आरंभिक बिन्दु 'क' पर मिलती है।
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[फा. सं. 43015/12/2020-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 11th August, 2020

S.O. 620.—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And whereas, the plan bearing number Rev/06/2020, dated the 04th March, 2020, containing details of the areas of land described in the said Schedule may be inspected at the office of the Central Coalfields Limited (Land and Revenue Department), Darbhanga House, Ranchi- 834029 (Jharkhand) or at the office of the General Manager, Central Coalfields Limited, Magadh Amrapali Area, District Ranchi (Jharkhand) or at the office of the Deputy commissioner, District Latehar (Jharkhand) or at the office of the General Manager (Exploration Division), RI- III, Central Mine Planning and Design Institute Limited, Gondwana Palace, Kanke Road, Ranchi (Jharkhand) or at the office of the Coal Controller, 1, Council House Street, Kolkata- 700 001.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in land described in the said Schedule.

2. Any person interested in the land described in the above mentioned Schedule may -

- object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof; or
- claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act, for mining

lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the General Manager, Central Coalfields Limited, Magadh Amrapali Area, District Latehar (Jharkhand) or General Manager, Central Coalfields Limited, Land and Revenue Department, Darbhanga House, Ranchi- 834029 (Jharkhand) within a period of ninety days from the date of publication of this notification.

SCHEDULE
MAGADH EXPANSION - III
DISTRICT- LATEHAR (JHARKHAND)

[Plan bearing number REV/06/2020, dated the 4th March, 2020]

Sl. No.	Village	Thana number	Thana	District	Area		Remarks
					in acres	in hectares	
1.	Chetar	59	Balumath	Latehar	6.34	2.57	Part
2.	Seregada	60	Balumath	Latehar	22.74	9.20	Part
Total :					29.08 acres (approxim- ately)	11.77 hectares (approxim- ately)	

Boundary Description :

A-B-C-D-E-F-G-H-A	-	Line starts from point 'A' and passes through points 'B-C-D-E-F-G' and 'H' and meets at starting point 'A'.
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[F. No. 43015/12/2020-LA &IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 13 अगस्त, 2020

का.आ. 621.—केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन, भारत सरकार के, कोयला मंत्रालय के द्वारा जारी की गई अधिसूचना संख्या का. आ. 1621, तारीख 29 अगस्त, 2019, जो भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 7 सितम्बर, 2019 में प्रकाशित की गई थी, उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 396.87 हेक्टेयर (लगभग) या 980.67 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार का यह समाधान हो गया है, कि इस अधिसूचना से उपाबद्ध अनुसूची में विहित की गई उक्त भूमि के भाग में कोयला अभिप्राप्य है ;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 395.958 हेक्टेयर (लगभग) या 978.412 एकड़ (लगभग) माप की उक्त भूमि के सभी अधिकार के अर्जन करने के अपने आशय की सूचना देती है ।

टिप्पण 1: इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या एनसीएल/ब्लॉक-बी/भूमि और राजस्व/2020/01, तारीख 20 अप्रैल, 2020 और एनसीएल/ब्लॉक-बी/भूमि और राजस्व/2020/02, तारीख 20 अप्रैल, 2020 का निरीक्षण कलक्टर, जिला सिंगरौली (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700001 के कार्यालय में या महा प्रबंधक, नार्दर्न कोलफील्ड्स लिमिटेड (राजस्व/पुनर्वास और पुनर्स्थापन विभाग), सिंगरौली, मध्य प्रदेश-486889 के कार्यालय में या महा प्रबंधक (गवेषणा प्रभाग), सेन्ट्रल माइन प्लानिंग एंड डिजाइन इंस्टीच्यूट लिमिटेड, गोंडवाना प्लेस, कांके रोड, रॉची-834008 (झारखण्ड) में किया जा सकता है।

टिप्पण 2: उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :-

“8. अर्जन की बाबत आपत्ति.-(1) कोई व्यक्ति, जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने के तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण.- इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जायेगी, कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जायेगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जायेगा जो प्रतिकर में हित का दावा करने को हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते।”

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम की धारा 3 के अधीन भारत सरकार के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 17 अक्टूबर, 1987 में प्रकाशित अधिसूचना संख्या का.आ. 2839, तारीख 5 अक्टूबर, 1987 के अधीन सक्षम प्राधिकारी के रूप में नियुक्त किया है।

अनुसूची

ब्लॉक-बी विस्तार भू - वैज्ञानिक ब्लॉक
में ब्लॉक-बी विस्तार ओ.सी.पी. (8.00 मिलियन टन प्रतिवर्ष) हेतु
नार्दर्न कोलफील्ड्स लिमिटेड, सिंगरौली
जिला - सिंगरौली (मध्य प्रदेश)

उप - ब्लॉक-I भाग-I	301.68 हेक्टेयर
उप - ब्लॉक-I भाग-II	9.67 हेक्टेयर
उप -ब्लॉक-II	84.608 हेक्टेयर
कुल क्षेत्रफल	395.958 हेक्टेयर (लगभग) या 978.412 एकड़ (लगभग)

[रेखांक संख्या एनसीएल/ब्लॉक-बी/भूमि और राजस्व/2020/01, तारीख 20 अप्रैल, 2020]

उप ब्लॉक-I भाग-I**(क) राजस्व और सरकारी भूमि :**

क्र. सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल (हेक्टेयर में)	टिप्पणियाँ
1	पडरी	00001	सिंगरौली नगर	सिंगरौली	18.35	भाग
कुल : 18.35 हेक्टेयर (लगभग)						या 45.343 एकड़ (लगभग)

(ख) वन भूमि :

क्र. सं.	कक्ष क्रमांक	वन परिक्षेत्र का नाम	जिला	क्षेत्रफल (हेक्टेयर में)	टिप्पणियाँ
1	पीएफ़ 278 (भाग)	वैढन और गोरबी	सिंगरौली	47.90	भाग
2	पीएफ़ 279 (भाग)	वैढन और गोरबी	सिंगरौली	135.84	भाग
3	आरएफ़ 281 (भाग)	वैढन और गोरबी	सिंगरौली	99.59	भाग
कुल: 283.33 हेक्टेयर (लगभग)					या 700.108 एकड़ (लगभग)

कुल योग (क+ख)=18.35+283.33=301.68 हेक्टेयर (लगभग)

या 45.343+700.108=745.451 एकड़ (लगभग)

उप ब्लॉक-I, भाग-I :

ग्राम पडरी में अर्जित किए जाने वाले प्लॉट संख्यांक :

1612 (भाग) से 1616 (भाग), 1617 से 1631, 1632 (भाग), 1633 (भाग), 1634 (भाग), पीएफ़ -278 (भाग), पीएफ़-279 (भाग) और आरएफ़ -281 (भाग).

सीमा वर्णन – उप ब्लॉक-I, भाग-I :

क-ख : रेखा बिन्दु 'क' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैढन और गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक आरएफ़-281 से होकर गुजरती है तथा बिन्दु 'ख' पर मिलती है।

ख-ग : रेखा बिन्दु 'ख' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैढन और गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक आरएफ़-281 तथा पीएफ़ 279 से होकर गुजरती है एवं ग्राम पडरी में बिन्दु 'ग' पर प्लॉट संख्या 1612 पर मिलती है।

ग-घ : रेखा बिन्दु 'ग' से आरम्भ होती है और ग्राम पडरी के प्लॉट संख्यांक 1612, 1613, 1614, 1615, 1616, 1632, 1633 और 1634 से गुजरती हुई सिंगरौली वन मण्डल के वैढन तथा गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक पीएफ़ 278 में बिन्दु 'घ' पर मिलती है।

घ-ड. : रेखा बिन्दु 'घ' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैठन तथा गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक पीएफ़ 278 और गोरबी ब्लॉक-बी की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती हुई बिन्दु 'ड.' पर मिलती है।

ड.-क. : रेखा, बिन्दु 'ड.' से आरम्भ होती है और सिंगरौली वन के वैठन तथा गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक पीएफ़ 278, पीएफ़ 279 और आरएफ़ 281 और गोरबी ब्लॉक-बी की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती हुई प्रारम्भिक बिन्दु 'क' पर मिलती है।

उप ब्लॉक- I, भाग- II :

वन भूमि :

क्र. सं.	कक्ष क्रमांक	वन परिक्षेत्र का नाम	जिला	क्षेत्रफल (हेक्टेयर में)	टिप्पणियाँ
1.	आरएफ़ 281 (भाग)	वैठन और गोरबी	सिंगरौली	9.67	भाग
				कुल 9.67 हेक्टेयर (लगभग) या 23.894 एकड़ (लगभग)	

सीमा-वर्णन – उप ब्लॉक- I, भाग- II :

च-छ. : रेखा बिन्दु 'च' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैठन और गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक आरएफ़-281 से होकर गुजरती है तथा यही रेखा गोरबी ब्लॉक-बी की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है एवं बिन्दु 'छ' पर मिलती है।

छ-ज. : रेखा बिन्दु 'छ' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैठन और गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक आरएफ़-281 से होकर गुजरती है तथा यही रेखा गोरबी ब्लॉक-बी की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है एवं बिन्दु 'ज' पर मिलती है।

ज-च. : रेखा बिन्दु 'ज' से आरम्भ होती है और सिंगरौली वन प्रभाग के वैठन और गोरबी वन परिक्षेत्र के वन कक्ष क्रमांक आरएफ़-281 से होकर गुजरती है तथा प्रारम्भिक बिन्दु 'च' पर मिलती है।

(रेखांक संख्या एनसीएल/ब्लॉक-बी/भूमि और राजस्व/2020/02, तारीख 20 अप्रैल, 2020)

उप ब्लॉक- II

राजस्व और सरकारी भूमि :

क्र. सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्रफल (हेक्टेयर में)	टिप्पणियाँ
1.	मुहेर	00003	सिंगरौली नगर	सिंगरौली	84.608	भाग
				कुल 84.608 हेक्टेयर (लगभग) या 209.066 एकड़ (लगभग)		

उप ब्लॉक- II :

ग्राम मुहेर में अर्जित किए जाने वाले प्लॉट संख्यांक :

13 (भाग), 14, 15 (भाग), 16 से 18 तक, 19 (भाग), 20 (भाग) , 21 (भाग), 22 से 29, 30 (भाग), 34 (भाग), 35 से 46 तक, 49 (भाग), 60/1(भाग), 61, 62 (भाग), 63 (भाग), 70 (भाग), 71 (भाग), 72 से 78, 79/1, 79/2, 80 से 91 तक, 92/1 (भाग), 92/2 (भाग), 93/1 (भाग), 94/1 (भाग), 94/2 (भाग), 95 से 105 तक, 106 (भाग), 107 (भाग), 108 से 114 तक, 115 (भाग), 116/2 (भाग), 121 (भाग), 179 (भाग), 191(भाग), 192 (भाग), 193 (भाग), 195/1 (भाग), 195/2 से 195/6 तक, 195/7 (भाग), 195/8 (भाग), 195/9, 195/10 (भाग), 195/11 (भाग), 195/13 (भाग), 195/16 (भाग), 196 (भाग), 198 (भाग), 199 (भाग), 931(भाग), 932, 933 (भाग), 942 भाग, 943 से 946 तक, 947 (भाग), 958 से 972 तक, 973 (भाग), 974 (भाग), 975, 976, 977 (भाग), 978, 979 (भाग), 987 (भाग), 988, 989 (भाग), 990 (भाग), 992 (भाग), 1001, 1006 (भाग), 1007 (भाग), 1008, 1009, 1010 (भाग), 1012 (भाग), 1013 (भाग), 1015 (भाग), 1016 (भाग), 1018 (भाग), 1019 (भाग), 1021 (भाग), 1027 (भाग), Z22 और 1942 ।

सीमा -वर्णन – उप-ब्लॉक- II:

झ-ज : रेखा बिन्दु 'झ' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्यांक 198, 195/16, 195/1, 196, 107, 106, 34 और 30 से होकर गुजरती है तथा उसी रेखा गोरबी ब्लॉक-बी की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है तथा बिन्दु 'ज' पर मिलती है ।

ज-ट : रेखा बिन्दु 'ज' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्या 30 से होकर गुजरती है और प्लॉट संख्या 21 पर बिन्दु 'ट' पर मिलती है ।

ट-ठ: रेखा बिन्दु 'ट' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्यांक 21, 20, 19, 15, 13, 973, 974, 990, 989, 992, 1007, 1006, 1010, 1027, 1012, 1013, 1016 और 1015 से होकर गुजरती है तथा उसी रेखा गोरबी ब्लॉक-बी की पूर्व अर्जित भूमि की सीमा पर से होकर गुजरती है तथा बिन्दु 'ठ' पर मिलती है ।

ठ-ड: रेखा बिन्दु 'ठ' (प्लॉट संख्या 1015) से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्यांक 1015, 1016, 1018, 1019, 1021, पुनः 1019 होकर गुजरती है और यही रेखा बिन्दु क्रमांक 'ड' पर मिलती है ।

ड-ड1: रेखा बिन्दु 'ड' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्यांक 1021, 1027, और 992 से होकर गुजरती है और रेखा बिन्दु 'ड1' पर मिलती है ।

ड1-ड2: रेखा बिन्दु 'ड1' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्यांक 987, 979, और 978 की पूर्वी सीमा से होकर गुजरती है और रेखा बिन्दु 'ड2' पर मिलती है ।

- ड2-ड3: रेखा बिन्दु 'ड2' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्या 977 से होकर गुजरती है और रेखा बिन्दु 'ड3' पर मिलती है।
- ड3-ड4: रेखा बिन्दु 'ड3' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्या 977 और 976 की पूर्वी सीमा से होकर गुजरती है एवं रेखा बिन्दु 'ड4' पर मिलती है।
- ड4-ड5: रेखा बिन्दु 'ड4' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्या 960 की पूर्वी सीमा और 958 की उत्तरी सीमा से होकर गुजरती है और रेखा बिन्दु 'ड5' पर मिलती है।
- ड5-ड6: रेखा बिन्दु 'ड5' से आरम्भ होती है और ग्राम मुहेर के प्लॉट संख्या 958 और 959 की पूर्वी सीमा से होकर गुजरती है और रेखा बिन्दु 'ड6' पर मिलती है।
- ड6-ड7: रेखा बिन्दु 'ड6' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 947 और 931 से होकर गुजरती है और रेखा बिन्दु 'ड7' पर मिलती है।
- ड7-ड8: रेखा बिन्दु 'ड7' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 932 की पूर्वी सीमा और 933 से होकर गुजरती है और रेखा बिन्दु 'ड8' पर मिलती है।
- ड8-ड9: रेखा बिन्दु 'ड8' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 944 और 942 से होकर गुजरती है और रेखा बिन्दु 'ड9' पर मिलती है।
- ड9-ड10: रेखा बिन्दु 'ड9' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 942 से होकर गुजरती है और रेखा बिन्दु 'ड10' पर मिलती है।
- ड10-ड11: रेखा बिन्दु 'ड10' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 942 की दक्षिणी सीमा से होकर गुजरती है और रेखा बिन्दु 'ड11' पर मिलती है।
- ड11-ड12: रेखा बिन्दु 'ड11' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 46 की पूर्वी सीमा से होकर गुजरती है और रेखा बिन्दु 'ड12' पर मिलती है।
- ड12-ड13: रेखा बिन्दु 'ड12' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 49, 71 से होकर गुजरती है और रेखा बिन्दु 'ड13' पर मिलती है।
- ड13-ड14: रेखा बिन्दु 'ड13' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 70 से होकर गुजरती है और रेखा बिन्दु 'ड14' पर मिलती है।
- ड14-ड15: रेखा बिन्दु 'ड14' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 62 की पूर्वी सीमा से होकर गुजरती है और रेखा बिन्दु 'ड15' पर मिलती है।

ड15-ड16: रेखा बिन्दु 'ड15' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 62 से होकर गुजरती है और रेखा बिन्दु 'ड16' पर मिलती है।

ड16-ड17: रेखा बिन्दु 'ड16' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 61 से होकर गुजरती है और रेखा बिन्दु 'ड17' पर मिलती है।

ड17-ड: रेखा बिन्दु 'ड17' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 63,60/1, 121, 92/2, 89, 92/1,87 और 93/1 से होकर गुजरती है और रेखा बिन्दु 'ड' पर मिलती है।

ड-झ: रेखा बिन्दु 'ड' से आरम्भ होती है और ग्राम मुहेर की प्लॉट संख्या 94/1, 94/2, 116/2, 115, 113, 179, 191, 192, 193, 195/10, 195/11, 195/13, 195/7, 195/8, 199 और 198 से होकर गुजरती है एवं रेखा आरंभिक बिन्दु 'झ' पर मिलती है।

‘ड’ से ‘ड’ बिन्दुओं का वर्णन: -

1	ड	प्लॉट संख्या 1021 की दक्षिणी और पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड' से परिभाषित किया गया है।
2	ड1	प्लॉट संख्या 986 की दक्षिणी और पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड1' से परिभाषित किया गया है।
3	ड2	प्लॉट संख्या 978 की दक्षिणी और पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड2' से परिभाषित किया गया है।
4	ड3	प्लॉट संख्या 955 की दक्षिणी और पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड3' से परिभाषित किया गया है।
5	ड4	प्लॉट संख्या 976 की दक्षिणी और पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड4' से परिभाषित किया गया है।
6	ड5	प्लॉट संख्या 958 की उत्तरी और पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड5' से परिभाषित किया गया है।
7	ड6	प्लॉट संख्या 959 की दक्षिणी और पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड6' से परिभाषित किया गया है।
9	ड7	प्लॉट संख्या 932 की उत्तरी एवं पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड7' से परिभाषित किया गया है।
10	ड8	प्लॉट संख्या 934 की उत्तरी और पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड8' से परिभाषित किया गया है।
11	ड9	प्लॉट संख्या 939 की उत्तरी और पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड9' से परिभाषित किया गया है।
12	ड10	प्लॉट संख्या 942 की दक्षिणी और पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड10' से परिभाषित किया गया है।

13	ड11	प्लॉट संख्या 47 की उत्तरी और पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड11' से परिभाषित किया गया है।
14	ड12	प्लॉट संख्या 48 की दक्षिणी और पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड12' से परिभाषित किया गया है।
15	ड13	प्लॉट संख्या 70 की उत्तरी और पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड13' से परिभाषित किया गया है।
16	ड14	प्लॉट संख्या 62 की उत्तरी और पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड14' से परिभाषित किया गया है।
17	ड15	प्लॉट संख्या 64 की उत्तरी और पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड15' से परिभाषित किया गया है।
18	ड16	प्लॉट संख्या 62 की दक्षिणी और पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड16' से परिभाषित किया गया है।
19	ड17	प्लॉट संख्या 61 की दक्षिणी और पूर्वी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड17' से परिभाषित किया गया है।
20	ड	प्लॉट संख्या 93/1 की दक्षिणी और पश्चिमी सीमा के कोने पर स्थित और प्रतिच्छेदी के बिन्दु को 'ड' से परिभाषित किया गया है।

[फा. सं. 43015/15/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 13th August, 2020

S.O. 621.—Whereas by the notification of the Government of India in the Ministry of Coal No. S.O. 1621, dated the 29th August, 2019, issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (herein after referred to as the said Act), and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 7th September, 2019, the Central Government gave notice of its intention to prospect for coal in 396.87 hectares (approximately) or 980.67 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification ;

And whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 395.958 hectares (approximately) or 978.412 acres (approximately) and all rights in or over the said land described in the Schedule appended hereto.

Note 1 : The plan bearing number NCL/Block-B/Land and Revenue/2020/01, dated the 20th April, 2020 and NCL/Block-B /Land and Revenue/2020/02, dated the 20th April, 2020 of the area covered by this notification may be inspected at the office of the Collector, District Singrauli (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Kolkata 700001 or at the office of the General Manager, Northern Coalfields Limited, (Revenue/RandR Department), District Singrauli, Madhya Pradesh- 486 889 or at the office of the General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Place, Kanke Road, Ranchi – 834008 (Jharkhand).

Note 2 : Attention is hereby invited to the provisions of the section 8 of the said Act which provides as follows:-

“8. Objection to acquisition.- (1) Any person interested in any land in respect of which a notification under section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation.- It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act".

Note 3 : The Coal Controller, 1, Council House Street, Kolkata -700001 has been appointed by the Central Government as the competent authority under section 3 of the said Act, by notification number S.O. 2839, dated the 5th October, 1987 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 17th October, 1987.

SCHEDULE

Block-B Extension Geological Blocks
For Block-B Expansion OCP (8.00 Mtpa)
Northern Coalfields Limited, Singrauli
District – Singrauli (Madhya Pradesh)

Sub-Block- I Part-I	301.68 hectares
Sub-Block- I Part-II	9.67 hectares
Sub-Block- II	84.608 hectares
Total Area :	395.958 hectares (approximately) or 978.412 acres (approximately)

[Plan bearing number NCL/BB/Land and Revenue/2020/01, dated the 20th April, 2020]

SUB BLOCK-I, Part-I

(A) Revenue and Government land:

Sr. No.	Name of Village	Patwari circle number	Tehsil	District	Area (in hectares)	Remarks
1.	Padari	00001	Singrauli Nagar	Singrauli	18.35	Part
			Total or	18.35 hectares (approximately) 45.343 acres (approximately)		

(B) Forest Land:

Sr. No.	Compartment number	Name of Forest Rang	District	Area (in hectares)	Remarks
1.	PF 278 (P)	Waidhan and Gorbi	Singrauli	47.90	Part
2.	PF 279 (P)	Waidhan and Gorbi	Singrauli	135.84	Part
3.	RF 281 (P)	Waidhan and Gorbi	Singrauli	99.59	Part
			Total or	283.33 hectares (approximately) 700.108 acres (approximately)	

Grand Total (A + B) = 18.35 + 283.33 = 301.68 hectares (approximately)

or 45.343+700.108 = 745.451 acres (approximately)

Sub Block – I, Part-I :

Plot numbers to be acquired in village Padari :

1612 P to 1616 P, 1617 to 1631, 1632 P, 1633 P, 1634 P, PF-278 P, PF-279 P and RF-281 P.

Boundary description - Sub Block-I, Part-I :

A-B: The line starts from Point 'A' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number RF 281 and meets at point 'B'.

B-C: Line starts from Point 'B' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number RF 281 and PF 279 and passes through village Padari plot number 1612 and meets at points 'C'.

C-D : Line starts from point 'C' and passes through plot numbers 1612, 1613, 1614, 1615, 1616, 1632, 1633 and 1634 of village Padari and meets at Point 'D' situated on Forest compartment number PF 278 and previously acquired boundary of Gorbi Block 'B' Extension.

D-E: Line starts from point 'D' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number PF 278 and same line passes over the boundary of previously acquired land of Gorbi Block-B Extension and meets at point 'E'.

E-A : Line starts from point 'E' and passes through PF 278, PF 279 and RF 281 same line passes over the boundary of previously acquired land of Gorbi Block-'B' and meets at starting point 'A'.

SUB BLOCK-I, Part-II**Forest Land :**

Sr. No.	Compartment Number	Name of Forest Rang	District	Area (in hectares)	Remarks
1.	RF 281 (P)	Waidhan and Gorbi	Singrauli	9.67	Part
			Total	9.67 hectares (approximately)	
			or	23.894 acres (approximately)	

Boundary description-Sub Block-I, Part-II :

F-G: The line starts from Point 'F' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number RF 281 and same line passes over the boundary of previously acquired land of Gorbi Block-B and meet at point 'G'.

G-H: Line starts from Point 'G' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number RF 281 and same line passes over the boundary of previously acquired land of Gorbi Block-B and meet at point 'H'.

H-F: Line starts from point 'H' and passes through Singrauli Divisions Range Waidhan and Gorbi, Forest compartment number RF 281 and meet at starting point 'F'.

[Plan bearing number NCL/Block-B/Land and Revenue/2020/02, dated the 20th April, 2020]

SUB BLOCK -II**Revenue and Government land :**

Sr. No.	Name of Village	Patwari circle number	Tehsil	District	Area (in Hectares)	Remarks
1.	Muher	00003	Singrauli Nagar	Singrauli	84.608	Part
			Total	84.608 hectares (approximately)		
			or	209.066 acres (approximately)		

Sub Block – II :**Plot numbers to be acquired in village Muher :**

13P, 14, 15 P, 16 to 18, 19P, 20P, 21P, 22 to 29, 30P, 34P, 35 to 46, 49P, 60/1P, 61, 62P, 63P, 70P, 71P, 72 to 78, 79/1, 79/2, 80to 91, 92/1P, 92/2P, 93/1P, 94/1P, 94/2P, 95 to 105, 106P, 107P, 108 to 114, 115P, 116/2P, 121P, 179P, 191P, 192P, 193P, 195/1P, 195/2 to 195/6, 195/7P, 195/8P, 195/9, 195/10P, 195/11P, 195/13P, 195/16P, 196P, 198P, 199P, 931P, 932, 933P, 942P, 943to 946, 947P, 958 to 972, 973P, 974P, 975, 976, 977P, 978, 979P, 987P, 988, 989P, 990P, 992P, 1001, 1006P, 1007P, 1008, 1009, 1010P, 1012P, 1013P, 1015P, 1016P, 1018P, 1019P, 1021P, 1027P, Z22 and 1942 .

Boundary description – Sub Block-II :

- I-J: The line start from point 'I' and passes through village Muher plot numbers 198, 195/16, 195/1, 196, 107, 106, 34 and 30 same line passes over the boundary of previously acquired land of Gorbi Block-B and meet at point 'J'.
- J-K: The line start from point 'J' passes through village Muher plot number 30 and meet at point 'K' at plot number 21.
- K-L : Line starts from Point 'K' and passes through plot numbers 21,20, 19, 15, 13, 973, 974, 990, 989, 992, 1007, 1006, 1010, 1027, 1012, 1013, 1016 and 1015 of village Muher same line passes over the boundary of previously acquired land of Gorbi Block-B Extension-II and meet at point 'L' in plot No. 1015 of Muher Village.
- L-M: Line starts from point 'L' (plot number 1015) and passes through plot numbers 1015, 1016, 1018, 1019, 1021, again 1019, of village Muher and meet at point 'M'.
- M-M1: Line starts from point 'M' and passes through plot numbers 1021, 1027 and 992 of village Muher and meet at point 'M1'.
- M1-M2: Line starts from point 'M1' and passes through eastern boundary of plot numbers 987, 979 and 978 of village Muher and meet at point 'M2'.
- M2-M3: Line starts from point 'M2' and passes through plot number 977 of village Muher and meet at point 'M3'.
- M3-M4: Line starts from point 'M3' and passes through eastern boundary of plot number 977 and 976 of village Muher and meet at point 'M4'.
- M4-M5: Line starts from point 'M4' and passes through eastern boundary of plot number 960 and northern boundary of 958 of village Muher and meet at point 'M5'.
- M5-M6: Line starts from point 'M5' and passes through eastern boundary of plot number 958 and 959 of village Muher and meet at point 'M6'.
- M6-M7: Line starts from point 'M6' and passes through plot number 947 and 931 of village Muher and meet at point 'M7'.
- M7-M8: Line starts from point 'M7' and passes through eastern boundary of plot number 932 and 933 of village Muher and meet at point 'M8'.
- M8-M9: Line starts from point 'M8' and passes through plot number 944 and 942 of village Muher and meet at point 'M9'.
- M9-M10: Line starts from point 'M9' and passes through plot number 942 of village Muher and meet at point 'M10'.
- M10-M11: Line starts from point 'M10' and passes through southern boundary of plot number 942 of village Muher and meet at point 'M11'.

M11-M12: Line starts from point 'M11' and passes through eastern boundary of plot number 46 of village Muher and meet at point 'M12'.

M12-M13: Line starts from point 'M12' and passes through plot number 49 and 71 of village Muher and meet at point 'M13'.

M13-M14: Line starts from point 'M13' and passes through plot number 70 of village Muher and meet at point 'M14'.

M14-M15: Line starts from point 'M14' and passes through eastern boundary of plot number 62 of village Muher and meet at point 'M15'.

M15-M16: Line starts from point 'M15' and passes through plot number 62 of village Muher and meet at point 'M16'.

M16-M17: Line starts from point 'M16' and passes through plot number 61 of village Muher and meet at point 'M17'.

M17-N: Line starts from point 'M17' and passes through plot number 63, 60/1, 121, 92/2, 89, 92/1, 87, 93/1 of village Muher and meet at point 'N'.

N-I: Line starts from point 'N' and passes through plot numbers 94/1, 94/2, 116/2, 115, 113, 179, 191, 192, 193, 195/10, 195/11, 195/13, 195/7, 195/8, 199 and 198 of village Muher and meet at starting point 'I'.

Point description of M to N : -

1	M	Point situated and intersecting on southern and western boundary corner of plot No. 1021 is define as a 'M'.
2	M1	Point situated and intersecting on western and southern boundary corner of plot No. 986 is define as a 'M1'.
3	M2	Point situated and intersecting on southern and eastern boundary corner of plot No. 978 is define as a 'M2'.
4	M3	Point situated and intersecting on western and southern boundary corner of plot no. 955 is define as a 'M3'.
5	M4	Point situated and intersecting on southern and eastern boundary corner of plot no. 976 is define as a 'M4'.
6	M5	Point situated and intersecting on northern and eastern boundary corner of plot no. 958 is define as a 'M5'.
7	M6	Point situated and intersecting on southern and eastern boundary corner of plot no. 959 is define as a 'M6'.
9	M7	Point situated and intersecting on northern and eastern boundary corner of plot no. 932 is define as a 'M7'.
10	M8	Point situated and intersecting on northern and western boundary corner of plot no. 934 is define as a 'M8'.
11	M9	Point situated and intersecting on northern and western boundary corner of plot no. 939 is define as a 'M9'.
12	M10	Point situated and intersecting on eastern and southern boundary corner of plot no. 942 is define as a 'M10'.
13	M11	Point situated and intersecting on northern and western boundary corner of plot no. 47 is define as a 'M11'.
14	M12	Point situated and intersecting on southern and western boundary corner of plot no. 48 is define as a 'M12'.
15	M13	Point situated and intersecting on northern and eastern boundary corner of plot no. 70 is define as a 'M13'.
16	M14	Point situated and intersecting on northern and eastern boundary corner of plot no. 62 is define as a 'M14'.

17	M15	Point situated and intersecting on northern and western boundary corner of plot no. 64 is define as a 'M15'.
18	M16	Point situated and intersecting on southern and western boundary corner of plot No. 62 is define as a 'M16'.
19	M17	Point situated and intersecting on southern and eastern boundary corner of plot No. 61 is define as a 'M17'.
20	N	Point situated and intersecting on southern and western boundary corner of plot No. 93/1 is define as a 'N'.

[F. No. 43015/15/2019-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

Je , oajk xlj eak;

नई दिल्ली, 29 जुलाई, 2020

dkvk 622.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, धनबाद के पंचाट (संदर्भ संख्या 19/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.02.2020 को प्राप्त हुआ था।

[सं. एल-20012/12/2006-आईआर (सीएम-1)]

राजेन्द्र सिंह, डेस्क अधिकारी/अनुभाग अधिकारी आईआर (सीएम-2)

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 29th July, 2020

S. O. 622.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 19 of 2006) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 03.02.2020.

[No. L-20012/12/2006-IR(CM-I)]

RAJENDER SINGH, Desk Officer/Section Officer IR(CM-II)

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD****PRESENT:** Dr.S.K.Thakur, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act., 1947

REFERENCE No. 19 of 2006**PARTIES:**

The Secretary,
Rashtriya Colliery Mazdoor Sangh,
At: Tetulmari Colliery,
At/PO: Chandur (Sijua)
Distt: Dhanbad -826001

Vs.

The General Manager,
Sijua Area of M/s BCCL,
PO: Sijua,, Distt: Dhanbad
Order No. L-20012/12/06-IR(CM-I) dt.01.06.2006,

APPEARANCES :

On behalf of the workman/Union : None

On behalf of the Management : None

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 27th December, 2019

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/12/06-IR (CM-I) dt.01.06.2006.

SCHEDULE

“Whether the demand of the Rashtriya Colliery Mazdoor Sangh from the Management of Tetulmari Colliery under Sijua Area of M/s BCCL for regularizing Shri Chandan Kumar Mukherjee, General Mazdoor to the post of Clerk Grade-II is justified? If so, to what relief is the concerned workman entitled and from what date?”

On receipt of the Order No. L-20012/12/06-IR(CM-I) dt.01.06.2006 of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Reference Case No. 19 of 2006 was registered on 26.06.2006/11.09.2007 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

2. The Instant Industrial Dispute case was listed for final hearing and order on 27.11.2019 over the step of filing of Written Statement of Claim on the part of the workman. Neither the Sponsoring Union /workman nor the Representative from the Management was present on call. Of late Registered letter dt. 14.06.2019 and 05.11.2019 were sent to both the parties under Reference but they failed to turn up nor did file the Written Statement hanging over since 01.06.2006 as referred from Government of India, New Delhi. During the proceeding of hearings since 26.06.2006 to 27.11.2019 workman could not be able to file the same even on the date on 27.11.2019, the day the Case Records stands reserved for final order. Noteworthy, the Written Statement of Claim, from the party who has raised the dispute, should have been filed within 15 days of the receipt of the order as stated in the Order of Reference from Government of India which reads as follows:

“The Parties raising the dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of this order of reference and also forward a copy of such statement to each one of the opposite parties involved in this dispute under rule 10(b) of the Industrial Disputes (Central), rules,1957.”

Admittedly case adjourned on numerous dates during trial of the whole proceedings covering up right from 01.06.2006 to 27.11.2019. As many as six sittings were observed to be held but no effective steps taken by the Sponsoring Union which actually resulted in halting of the case in first step. The adjournments granted over the case on 15.10.2007,15.01.2008,28.03.2008,24.06.2008,03.07.2019, and finally on 27.11.2019 exhausting all legal avenues besides taking steps over the matter on 11.09.2007/04.10.2007,14.06.2019 and on 04.11.2019. To sum up the case, several sittings were held and adjournments were given on different pretext with no sign of effective step on the part of the Sponsoring Union/workmen. The status of the Case centers around filing of written statement of claim by the Sponsoring Union/workmen pending since long back. So long the representation from the Management side none approached so far whereas appearance on their part will be insignificant if Written Statement of Claim is not filed by the workman.

4. The case deals with regularization of the workman from General Mazdoor to Clerk Grade I in the Management of Tetulmari Colliery under Sijua Area of M/s. BCCL as the demand raised by the Sponsoring union- Rashtriya Colliery Mazdoor Sangh, Dhanbad from the Management seeking relief by adjudication before the Tribunal.

5. However, there is nothing on record to suggest as to the Sponsoring Union /workman concerned does have least interest to go in for pursuing the Case on merits rather silence maintained for prolonged period since the very beginning to prove the Sponsoring Union/workman otherwise. If Petitioner is not inclined to contest the case on merits in the light of the facts and circumstances emerging out from the Case Record, the Industrial Dispute is of no use to put merely for dates altogether rather wind up in the larger interest and natural justice. Moreover the Tribunal did not come across serious attempts ever made by the Sponsoring Union during the entire proceedings of hearing, against which the Tribunal had waited for a long time in which more than ten sittings were wasted for nothing.

6. So the Tribunal has no scope to proceed further under the state of total unwillingness of the Sponsoring Union /workman rather it forces wrapping up the issue as it is no longer in existence as referred from the Government of India. Since the Sponsoring Union/workman concerned even after so much occasion proved failure to stand with claim whereas full natural justice was done till the last opportunity. Accordingly, the Tribunal is fully convinced that the Reference Case have little merits for want of unwillingness of the Sponsoring Union/workman declaring the issue under dispute as absolved of and awarded no relief accordingly.

Dr. S.K.THAKUR, Presiding Officer

नई दिल्ली, 29 जुलाई, 2020

dkvk 623.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 25/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.02.2020 को प्राप्त हुआ था।

[सं. एल-20012/251/2004-आईआर (सीएम-1)]

राजेन्द्र सिंह, डेस्क अधिकारी/अनुभाग अधिकारी आईआर (सीएम-2)

New Delhi, the 29th July, 2020

S. O. 623.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 25 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 03.02.2020.

[No. L-20012/251/2004-IR(CM-I)]

RAJENDER SINGH, Desk Officer/Section Officer IR(CM-II)

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 25/2005

Employer in relation to the management of Kusunda Area of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri Ganesh Prasad. Advocate

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 28.01.2020

AWARD

By Order No.L-20012/251/2004-IR(C-1) dated 31/03/2005 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of BCCL, Kusunda Area in not allowing Smt. Tejmatia Kamin to retire under VRS (F) is just, fair and legal? If not, whether the demand of the Bihar Colliery Kamgar Union for employment to her son Sh. Ramayan Singh justified? If so, to what relief is the workman and/or her dependant son entitled?”

2. After receipt of the reference, both parties were noticed but neither the union/ workman nor the management appeared before the Tribunal. However, the management has appeared in this case. Later on but the union/workman failed to appear. Now Case is pending since 25/04/2005 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 29 जुलाई, 2020

dkvk 624.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 30/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.02.2020 को प्राप्त हुआ था।

[सं. एल-20012/55/2015-आईआर (सीएम-1)]

राजेन्द्र सिंह, डेस्क अधिकारी/अनुभाग अधिकारी आईआर (सीएम-2)

New Delhi, the 29th July, 2020

S. O. 624.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 30 of 2015) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 03.02.2020.

[No. L-20012/55/2015-IR(CM-I)]

RAJENDER SINGH, Desk Officer/Section Officer IR(CM-II)

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 30/2015

Employer in relation to the management of South Tisra Colliery of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri U.N. Lall. Advocate

For the workman. : Sri S.C. Gour. Advocate

State : Jharkhand.

Industry:- Coal

Dated 30.10.2020

AWARD

By Order No.L-20012/55/2015-IR(CM-1) dated 10/07/2015 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of South Tisra Colliery of M/s. BCCL in not giving proper promotion after implementation of award of Ref. No. 201/2001 to Shri Khagan Rajwar, Pers. No. 00833690, EP Fitter of South Tisra Colliery of M/s BCCL is fair and justified? To what relief the workman concerned is entitled to?”

2. After receipt of the reference both the parties were noticed and subsequently they appeared before the Tribunal.

3. The Secretary Koyla Ispat Mazdoor Panchayat has filed written statement on 31/08/2015. The management South Tisra Colliery of M/s. BCCL has filed written statement on 16/02/2016. Subsequently the Secretary of Koyla Ispat Mazdoor Panchayat has filed rejoinder to the written statement filed by the management on 10/03/2016.

4. The case of the Koyla Ispat Mazdoor Panchayat as per its written statement is as follows:-

That the concerned workman entered in Excavation Cadre on 22/07/1986 as Greaser Helper and Sri Binod Prasad Rajak entered in Excavation Cadre on 06/12/1986 as Greaser Helper (T) Cat. I. and naturally the concerned workman Khagan Rajwar was senior to Binod Prasad Rajak in service as well as in Excavation Cadre but the concerned workman was superseded in promotion by Binod Prasad Rajak who was junior to him in all respects. Later on Binod Prasad Rajak was promoted in Grade “D” Excavation vide Office order dated 27/04/1993 but made effective from 15/01/1993. The concerned workman Khagan Rajwar was granted E.P. Fitter- Grade “D” Excavation w.e.f. 15/01/1993, in pursuance of the Award passed by CGIT No. II, Dhanbad in Reference No. 201/2001 and the same was implemented by the BCCL management in May-2014. Thereafter Binod Prasad Rajak was promoted to Fitter E.P. in Excavation ‘A’ whereas the concerned workman Khagan Rajwar was given Grade “B” Excavation by the same office order dated 01/11/2013, so it is a case of supersession in promotion by junior and as such the senior should also be given promotion from the date in which junior was promoted.

A prayer has been made that the concerned workman Khagan Rajwar be directed to be promoted in Grade “C” & “B” & “A” Excavation as given to his junior Binod Prasad Rajak with all financial/consequential benefits.

5. The case of the General Manager, South Tisra Colliery representing the management of BCCL as per his written statement is as follows:-

That the Presiding Officer, CGIT No. II, Dhanbad in Reference case no. 201/2001 has finally passed an Award with the only claim of Rashtriya Colliery Mazdoor Sangh from the management of the Lodna Area, BCCL for regularisation/promotion of workman Khagan Rajwar in Grade “D” w.e.f. 15/01/1993 is justified and legal. After that the management complied with the above Award by allowing the concerned workman Khagan Rajwar in Grade “D” w.e.f. 15/01/1993 and subsequently the concerned workman had been given Grade “C” w.e.f. 04/10/2008 and Grade “B” w.e.f. 01/11/2013. The concerned workman had entered in employment in Category I as Greaser Helper (T) on 04/09/1986 and was allowed in Category II w.e.f. 23/09/1987. He has also been given Grade “E” w.e.f. 21/11/1990, so the management doesn’t find any justification in the claim of the workman/union as the Award has already been implemented. The claim of the concerned workman is not correct as the concerned workman and Binod Prasad Rajak have grown in cadre differently and the later is in the Grade “A” w.e.f. 01/11/2013.

6. The sponsoring union has filed rejoinder denying all the averments made by the management in their written statement.

7. The sponsoring union has examined only one witness. He is the concerned workman Khagan Rajwar himself.

The WW-1 Khagan Rajwar has deposed before Tribunal that he was an Awardee of Reference No. 201/2001 passed by CGIT No. II, Dhanbad and after publication of the Award on 12/09/2013 he was given Grade “D” by the employer w.e.f. 1993 (15/01/1993). He has also deposed that Binod Prasad Rajak who was junior to him was promoted in the Grade “A” whereas he was promoted in Grade “B” by the same office order

dated 01/11/2013, so he was entitled to promotion in Grade “A” as given to Binod Prasad Rajak, a much junior workman.

In the cross examination he has deposed that he was in Grade “D” and his junior Binod Prasad Rajak was in Grade “A” as the Award passed in favour of him was not properly implemented. He has also stated that on 23/09/1987 he was given Cat. II Sl. No. 29 and he got Grade “C” on 01/01/2008 under SLP. He has also stated that he got promotion in Excavation Cadre “B” on 01/11/2013. He has denied the suggestion he was not entitled to anything and his claim was wrong.

8. The sponsoring union/workman has proved the following documents which are marked as:-

Exhibit W-1 - Notification of Award along with copy of award passed by CGIT No. II, Dhanbad in Reference No. 201/2001.

Exhibit W-2 -Cadre Scheme for Excavation Personnel.

Exhibit W-3 - Office order dated 01/11/2013.

Exhibit W-4 - Letter dated 09/17-05-2014 of Project Officer NT-ST Project addressed to Khagan Rajwar.

Exhibit W-5 – Office order dated 27/04/1993 of Lodna Area of BCCL.

Exhibit W-6 – Office order dated 06/12/1986 of Lodna Area of BCCL.

Exhibit W-7 – Office order dated 22/09/1986 of Lodna Area of BCCL.

9. On the other hand the management has examined only one witness. He is MW-1 Chandra Prakash.

The MW-1 Chandra Prakash has deposed before Tribunal that he was fully conversant with this Reference Case and the management had complied with the Award passed by CGIT No. II, Dhanbad in Reference Case No. 201/2001 dated 27/06/2013 in which the concerned workman Khagan Rajwar had been directed to be promoted in Grade “D” w.e.f. 15/01/1993. He has also stated that the concerned workman had been given Grade “C” w.e.f. 04/10/2008 and Grade “B” w.e.f. 01/11/2013. He has also stated that the concerned workman had been given the Grade “D” as per the Award passed by the CGIT No. II, Dhanbad and further growth /promotion as per his position.

In the cross examination he has deposed that in the year 2014 the said Award was implemented and the concerned workman was given promotion as per Award. He has also stated that he couldn't say whether Binod Prasad Rajak was junior to the concerned workman or not. He has also deposed that as per documents it appears that Binod Prasad Rajak was junior to the concerned workman. He has denied the suggestion that the Award has not been implemented in the context of the concerned workman.

10. The management has proved the following documents which are marked as:-

1. **Exhibit M-1-Copy of Office Order dated 30.04.88 of BCCL Lodna Area regarding regularisation of the concerned workman Sri Khagan Rajwar and Binod Prasad Rajak as Greaser Helper in Cat. II w.e.f. 23.9.87 (Sl. 29) and 07/12/87 (Sl. 32) respectively.**
2. **Exhibit M-2-Copy of Office Order dated 3/12.3.13 of BCCL Lodna Area.**
3. **Exhibit M-3-Copy of Office Order dated 1.11.13 of BCCL Lodna Area.**
4. **Exhibit M-4-Copy of the Cadre Scheme for EP Fitter (Excavation).**
5. **Exhibit M-5-Copy of Letter dated 9/17.5.14 of the Project Officer, NT-ST (Project) addressed to the workman Sri Khagan Rajwar.**
6. **Exhibit M-6-Copy of the Award Passed in Ref. Case No. 201/2001 of CGIT No. II, Dhanbad dt. 27.06.13.**

11. The learned lawyer Sri S. C. Gaur appearing on behalf of the sponsoring union/workman has argued that it is admitted fact that the concerned workman under reference was given Grade “D” w.e.f. 1993 as per Award passed by CGIT No. II, Dhanbad in Reference No. 201/2001 and it is also an admitted fact that one Binod Prasad Rajak who was junior to the concerned workman Khagan Rajwar was given Grade “A” vide office order dated 01/11/2013. He has further submitted that there is no dispute that Khagan Rajwar the senior to Binod Prasad Rajak who was promoted to Grade “A” leaving the case of concerned workman Khagan Rajwar in Grade. “B”. He has also argued that no person could be left out for consideration of promotion without any rhyme and reason and the senior could not be superseded by a junior in promotion unless not considered with reasons and communication.

12. On the other hand the learned lawyer of the management has submitted that the Award passed by the CGIT No. II, Dhanbad in Reference Case No. 201/2001 has been fully implemented and complied with resulting allowing the concerned workman Khagan Rajwar in Grade "D" w.e.f. 15/01/1993. He has also submitted that the concerned workman was given promotion in the Grade "C" w.e.f. 04/10/2008 and in Grade "B" w.e.f. 01/11/2013. He has also argued that the D.P.C. was held on 29/10/2013 & 30/10/2013 and the concerned workman was promoted from Grade "C" to Fitter Grade "B". He has also argued that Binod Prasad Rajak had been promoted much earlier in Excavation Grade "B" in January 2004 and in the D.P.C. held in October, 2013 he had been promoted to the post of Fitter EP "B" to senior Fitter EP in Excavation "A". He has also submitted that it is not correct to say that Sri Binod Prasad Rajak is junior to the concerned workman.

13. The management has filed a Chronological and comparative details in respect of the concerned workman Khagan Rajwar and Binod Prasad Rajak which is as follows:-

Sl. No.	Name & Per. No.	Initial place of posting with DOA	Initial Des. At the time of Apptt.	Date of Promotion with Designation & Category					
				Cat-II	Excvn-E	Excvn-D	Excvn-C	Excvn-B	Excvn-A
1.	Khagan Rajwar P. No. 0833690	South Tisra 04.09.86	Greaser Help(T) Cat-I	Cat-II Greaser 23.09.87	Auto Fitter (H) 21.11.90	EP Fitter 20.12.96	EP Fitter 04.10.08	EP Fitter 01.11.13	----
2.	Binod Prasad Rajak P.No.00837716	South Tisra 06.12.86	Greaser Help(T) Cat-I	Greaser (H) Cat-II 07.12.87	EP Fitter (H) 06.02.89	EP Fitter-D 15.01.93	EP Fitter-C 20.12.96	EP Fitter-B 01.01.04	EP Fitter 01.11.13

14. Now, the only point of determination in this case reference is whether the action of the management of South Tisra Colliery of M/s. BCCL in not giving proper promotion after implementation of Award of Reference No. 201/2001 to the concerned workman namely Khagan EP Fitter of South Tisra Colliery of M/s. BCCL is fair and justified and to what relief he is entitled to.

FINDINGS

15. At the outset of discussion it is required to mention here that the WW-1 Khagan Rajwar is the most competent in this case.

The WW-1 Khagan Rajwar in his evidence has categorically deposed that Binod Prasad Rajak who was junior to him had been given promotion to Grade "A" whereas he was promoted to Grade "B" by the office order dated 01/11/2013, so he was superseded in promotion.

16. The MW-1 in the cross examination MW-1 has also admitted that as per records Binod Prasad Rajak was junior to the concerned workman namely Khagan Rajwar.

The Exhibit W-7 is the office order dated 22/09/1986 in which it has been mentioned that Sri Khagan Rajwar newly appointed Greaser Helper is allowed to resume his duties w.e.f. 22/09/1986 as Cat.-I at South Tisra Quarry. Further the Exhibit W-6 is the office order dated 06/12/1986 in which it has been mentioned that Binod Prasad Rajak is allowed to resume his duties as Excavation Plant Greaser Helper(T) in Cat.-I w.e.f. 06/12/1986. Moreover Exhibit M-1 which is office order dated 30/04/88, shows that the concerned workman Khagan Rajwar was regularized on 23/09/1987 whereas Binod Prasad Rajak was regularized on 07/12/1987 in Cat. II.

17. In view of such fact it is quite evident that the concerned workman Khagan Rajwar was senior to Binod Prasad Rajak in service.

18. The WW-1 Khagan Rajwar has also deposed that on the basis of Award passed by CGIT No. II, Dhanbad he was given promotion to Grade "D" by employer w.e.f. 1993 (15/01/1993).

In this regard the MW-1 Chandra Prakash has deposed that the management had complied the Award passed by CGIT No. II in Reference case no. 201/2001 and the concerned workman had been given promotion in Grade "D" w.e.f. 15/01/1993. He has also deposed that the concerned workman had been subsequently promoted in Grade "B" w.e.f. 01/11/2013.

19. It is an admitted fact that the CGIT No. II, Dhanbad has been pleased to pass an award in Reference Case No. 201/2001 in favour of concerned workman Khagan Rajwar for promoting him in Grade "D" w.e.f. 15/01/1993.

The Exhibit W-1 is a notification of publication of award passed by CGIT No. II, Dhanbad annexing the copy of award passed in Reference case no. 201/2001 in which it is mentioned that the workman is entitled to promotion in Grade “D” with all its financial benefits whatsoever since 15/01/1993. Further the Exhibit M-6 is copy of award passed by CGIT No. II, Dhanbad in Reference Case No. 201/2001.

At this stage it is required to mention here that the CGIT No. II has been pleased to hold that the concerned workman is entitled to promotion to Grade “D” with all its financial benefits/differences, whatsoever since 15/01/1993.

The Exhibit W-4 is letter issued by Project Officer NT-ST Project dated 09/17.05.14 addressed to Khagan Rajwar mentioning therein that in reference to Award passed by CGIT (2), Dhanbad in reference case no. 201/2001 he has been promoted to EP Fitter Grade “D” w.e.f. 15/01/1993 with all financial benefits/differences. Further the Exhibit M-5 is a same letter addressed to workman Khagan Rajwar by the Project Officer.

20. In view of above discussion it is evident that the concerned workman Khagan Rajwar was promoted in Grade “D” w.e.f. 15/01/1993.

21. Now the question arises whether the concerned workman was subsequently promoted in the same way as Binod Prasad Rajak was promoted.

In this regard the WW-1 Khagan Rajwar deposed that he was superseded by his junior Binod Prasad Rajak in promotion who was promoted in Grade “A” vide order dated 01/11/2013 whereas he was promoted in Grade “B” by the same order.

However the MW-1 has deposed that the concerned workman has been given promotion as per his position.

22. Now coming to documentary evidence it appears that the Exhibit W-5 is an office order dated 24/04/1993 which shows that Binod Prasad Rajak EP Fitter has been given Grade “D”. Further the Exhibit M-2 which is an office order dated 03/12.03.13 which shows Khagan Rajwar has been promoted to Grade “C” w.e.f. 01/01/2008. Further the Exhibit M-3 which is an office order dated 01/11/2013 shows that Khagan Rajwar has been promoted as Excavation Grade “B” and Binod Prasad Rajak has been promoted from EP Fitter Grade “B” to senior Fitter Grade “A”. The Exhibit W-3 and Exhibit M-3 are same office order. The Exhibit W-2 and Exhibit M-4 are cadre scheme for Excavation Personnel, so no discussion is allowed on these documents.

23. After going through the chronological and comparative chart submitted by the management it appears that the Khagan Rajwar was promoted to Excavation “D” Grade on 20/12/1996 whereas Binod Kumar Rajak was promoted in EP Grade “D” on 15/01/1993. It also appears that Khagan Rajwar was subsequently promoted in Excavation Grade “C” on 04/10/2008 and Excavation Grade “B” on 01/11/2013 whereas Binod Prasad Rajak was promoted in Excavation Grade “C” on 20/12/1996 and Excavation Grade “B” on 01/01/2004 and Excavation Grade “A” on 01/11/2013. Under such circumstances it is quite evident that the concerned workman Khagan Rajwar was given Excavation Grade “D” on 20/12/1996 which is against the direction of the Award passed by the CGIT No. II, Dhanbad. The concerned workman should have been given Excavation Grade “D” on 15/01/1993 and thereafter he should have been promoted to the Excavation Grade “C”, on 20/12/1996 Excavation Grade “B” on 01/01/2004 and Excavation Grade “A” on 01/11/2013 in a similar way as Binod Prasad Rajak was promoted.

It is required to mention here that the management of Lodna Area of BCCL has not brought anything on record showing any adverse remark/comment against the concerned workman namely Khagan Rajwar for which he was superseded by his junior Binod Prasad Rajak.

In view of such fact the Tribunal comes to the conclusion that the South Tisra Colliery of M/s. BCCL has not given proper promotion to the concerned workman after implementation of Award passed in Reference No. 201/2001 by CGIT No. II, Dhanbad.

Hence the action of the management of South Tisra Colliery of M/s. BCCL management in not giving proper promotion after implementation of Award of Reference No. 201/2001 to Sri Khagan Rajwar, Pers. No. 00833690 is not fair and justified, so he is entitled for relief.

In view of above discussion the management of South Tisra Colliery of M/s BCCL is directed to give promotion to the concerned workman as per promotion given to Binod Prasad Rajak with all financial and consequential benefits to him.

This is the Award of the Tribunal.

D. K. SINGH, Presiding Officer

नई दिल्ली, 29 जुलाई, 2020

द kvk 625.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 41/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.02.2020 को प्राप्त हुआ था।

[सं. एल-20012/249/1999-आईआर (सीएम-1)]

राजेन्द्र सिंह, डेस्क अधिकारी/अनुभाग अधिकारी आईआर (सीएम-2)

New Delhi, the 29th July, 2020

S.O. 625.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 41 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 03.02.2020.

[No. L-20012/249/1999-IR(CM-I)]

RAJENDER SINGH, Desk Officer/Section Officer IR(CM-II)

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of I.D.Act. 1947

Reference: No. 41/2000

Employer in relation to the management of Pootkee Colliery of Balihari Area of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated :29.01.2020

AWARD

By Order No. L-20012/249/1999 C-1 dated 20/01/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the claim of the Union that Sri Barsati Paul, Underground Munshi was working as Accounts Clerk since August 1989 is true? If so, whether their demand for his regularization as such in the financial cadre is justified? If yes, to what relief the workman is entitled and from what date?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the workman left appearing before the Tribunal. Thereafter regd. notices were issued to the workman/union but even then no one appeared on behalf of the workman/union. Now the Case is pending since 27/01/2000 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 29 जुलाई, 2020

dkvk 626.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, धनबाद के पंचाट (संदर्भ संख्या 79/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.02.2020 को प्राप्त हुआ था।

[सं. एल-20012/48/2004-आईआर (सीएम-1)]

राजेन्द्र सिंह, डेस्क अधिकारी/अनुभाग अधिकारी आईआर (सीएम-2)

New Delhi, the 29th July, 2020

S. O. 626.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No.79 of 2004) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 03.02.2020.

[No. L-20012/48/2004-IR(CM-I)]

RAJENDER SINGH, Desk Officer/Section Officer IR(CM-II)

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT: Dr. S. K. Thakur, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act., 1947

REFERENCE No. 79 of 2004

PARTIES:

Shri Nitai Mahato,
Secretary,
Central Committee,
Bihar Colliery Kamgar Union,
At/PO: Sudamdih
Distt: Dhanbad.

Vs.

The General Manager,
Bastacolla Area of M/s. BCCL,
PO: Jharia, Distt: Dhanbad
Order No. L-20012/48/2004-IR(C-I) dt.28.06.2004

APPEARANCES :

On behalf of the workman/Union	:	None	
On behalf of the Management	:	Mr. U.N. Lal, Ld. Advocate	
State	:	Jharkhand	Industry : Coal

Dated, Dhanbad, the 26th December, 2019

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/48/2004-IR(C-I) dt.28.06.2004,

SCHEDULE

“Whether the demand of the Bihar Colliery Kamgar Union from the Management of G.O.C.P., Bastacolla Area of M/s. BCCL, P.O. Jharia, Distt; Dhanbad for regularizing Sri Vikas Supkar, Personnel No. 02828747 as Driver and for paying the difference of wages between the category of M/L and Driver is proper and justified? If so, to what relief is the concerned workman entitled and from what date?”

On receipt of the Order No. **L-20012/1/2012-IR (B-II) dt. 27.09.2012** of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Reference Case No. 79 of 2004 was registered on 19.07.2004 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

2. The hearing of Industrial Dispute Reference Case came up for hearing on 27.11.2019 for hearing over filing of Written Statement of Claim on behalf of the Sponsoring Union/workman. Contrary to it neither the Representative from Sponsoring Union nor the workman (petitioner) was present on call nor did consider necessary to file the Written Statement on their behalf despite issuance of consecutive notices dt. 21.07.2004 and 29.10.2004 later stage on 04.06.2019 and finally on 05.11.2019 apart from One Show Cause Notice dt. 21st January, 2005 asking the Sponsoring Union to explain why not Reference shall be heard ex-parte in eventually of default on their part. Whereas formal notices have been served duly on the addresses of the Union and Management respectively but it is of no use. Needles to say that even after the order of Reference the Sponsoring Union /workman did not pursue the case before the Tribunal, Whereas the Written Statement of Claim should have been submitted to the Tribunal within fifteen days of receipt of the Reference from Government of India under the Industrial Dispute Act. (Central) 1957 under Sec. 10 (b) which reads as follows:

Like other case adjournments were predominately listed on several dates like 18.10.2004, 07.01.2005, 18.03.2005, 29.03.2005, 14.06.2019, 03.06.2019, 04.11.2019 and lastly on 27.11.2019. The proceedings stalled over the same issue for so much time with no headway in sight from any quarter. Nevertheless the Ld. Advocate for the Management Mr. U.N. Lal, appeared on 29.03.2005 before the Tribunal On that very date, the Tribunal came to conclusion not to proceed further on the footing presuming non-existence of any Industrial Dispute between the parties. However, even so, the case once again was put into rotation for regular hearing on 03.06.2019 and 27.11.2019.

3. On examination it found that at least seven sittings were held during trial of the entire hearings of this case focusing over the natural Justice but not even the Written Statement of Claim was filed by the disputing parties.

4. Question of the appearances from the O.P. /Management does not have meaning so long the workman, who raised the dispute do not come up with legitimate statement of claim before Tribunal for adjudication to let them be countered by the O.P./Management the demand of the Bihar Colliery Kamgar Union from the Management of G.O.C.P. Bastacolla Area of M/s BCCL for not regularizing as Driver of Sri Vikash Supkar and secondly not paying amount of the difference of amount between Driver and Mining Loader. By challenging the said action of the Management the Union seeks relief to the extent the Management is not justified in doing so.

5. Considering the matter with facts and materials on record and going through materials there is no second opinion that the issue under Reference does not exist in real sense as the workman appears reluctant in getting into sucked in long drawn battle in terms of Reference. So the Tribunal also finds no ground to adjourn the case suo moto for days together for taking desired steps by the workman. For the sake of natural justice ample opportunity already provided by the Tribunal there shall not be any other cause for the Sponsoring Union except non-inclination to pursue the reference and dispute any more. So the dispute is disposed of as no more issue between parties. The Tribunal usually would not have been left with option rather to close the case dropping the proceedings on the part of the workman as well. Therefore, the instant Reference case is disposed of being devoid of merit and an Award to this effect is passed accordingly.

Dr. S. K. THAKUR, Presiding Officer

नई दिल्ली, 29 जुलाई, 2020

dkvk 627.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 157/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.02.2020 को प्राप्त हुआ था।

[सं. एल-20012/498/1999-आईआर (सीएम-1)]

राजेन्द्र सिंह, डेस्क अधिकारी/अनुभाग अधिकारी आईआर (सीएम-2)

New Delhi, the 29th July, 2020

S.O. 627.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 157 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 03.02.2020.

[No. L-20012/498/1999-IR(CM-I)]

RAJENDER SINGH, Desk Officer/Section Officer IR(CM-II)

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 157/2000

Employer in relation to the management of P. B. Area of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri Ganesh Prasad. Advocate

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated : 28.01.2020

AWARD

By Order No. L-20012/498/1999-(C-1) dated 07/03/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the union to regularize Sri Riyasat Mian as a Pump Operator with consequential benefits is just and proper? If so, to what relief is the concerned workman entitled and from what date?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the workman left appearing before the Tribunal. Thereafter again regd. notice was issued to the concerned union/workman and the said notice returned with endorsement of “Addressee not found”. Now Case is pending since 20/04/2000 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 29 जुलाई, 2020

d kvk 628.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 205/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.02.2020 को प्राप्त हुआ था।

[सं. एल-20012/22/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, डेस्क अधिकारी/अनुभाग अधिकारी आईआर (सीएम-2)

New Delhi, the 29th July, 2020

S. O. 628.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 205 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 03.02.2020.

[No. L-20012/22/2000-IR(CM-I)]

RAJENDER SINGH, Desk Officer/Section Officer IR(CM-II)

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 205/2000

Employer in relation to the management of Salanpur Colliery of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri Gautam Mishra. Asst

For the workman : None

State : Jharkhand.

Industry: Coal

Dated : 29.01.2020

AWARD

By Order No. L-20012/22/2000 (C-1) dated 24/07/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Salanpur Colly. under Area No. IV of M/s. BCCL in changing the date of birth of Sri Rasul Khan, Munshi from June, 1945 to June, 1940 is in order, legal and justified? If not, to what relief is the concerned workman entitled?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently both of them left appearing before the Tribunal. Thereafter again regd. notices were issued to both the parties and the notice issued to union returned with endorsement of “Addressee not available at this address”. Now the Case is pending since 07/08/2000 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 29 जुलाई, 2020

d kvk 629.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 216/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.02.2020 को प्राप्त हुआ था।

[सं. एल-20012/32/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, डेस्क अधिकारी/अनुभाग अधिकारी आईआर (सीएम-2)

New Delhi, the 29th July, 2020

S.O. 629.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No.216 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 03.02.2020.

[No. L-20012/32/2000-IR(CM-I)]

RAJENDER SINGH, Desk Officer/Section Officer IR(CM-II)

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 216/2000

Employer in relation to the management of Katras Chaitudih Colliery of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri D.K. Verma. Advocate

For the workman. : Sri Ganesh Pandit. Advocate

State : Jharkhand.

Industry:- Coal

Dated : 24.01.2020

AWARD

By Order No.L-20012/32/2000-(C-I) dated 24/07/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Katras Chaitudih Colliery of M/s. BCCL in rejecting the claim of Sri Binod Kumar Nonia dependant son of Late Shanti Nonian for employment is justified? If not to what relief the said dependant entitled?”

2. The Tribunal in this matter has passed an award on 21/01/2015 holding that the workmen be taken to job. The management has filed a writ petition against the award bearing WP (L) No. 53/2016 before the Hon'ble Jharkhand High Court. The Hon'ble Jharkhand High Court has been pleased to quash and set aside the said award and has been pleased to remand the matter for passing fresh award on due appreciation/consideration of the evidences already brought on record.

After production of the order of Hon'ble High Court of Jharkhand passed in WP(L) No. 53/2016 the matter was again heard.

3. After receipt of the reference, both the parties were noticed and subsequently they appeared before the tribunal.

4. The case of the workman as represented by Koyla Ispat Mazdoor Panchayat, Katras Chaitudih Colliery of M/s BCCL is as follows:-

That Shanti Nonian was a permanent employee of Katras Chaitudih Colliery of M/s. BCCL under Katras Area where she was working as Wagon loader and she died on 27/12/1989 during her service. After her death her dependant son Binod Kumar Nonia, had submitted all the relevant papers for his employment under Clause 9.4.2 of N.C.W.A. IV and accordingly the same was processed to Headquarter for obtaining necessary approval for his employment by the management of Katras Chaitudih Colliery. Thereafter all the documents submitted by the Binod Kumar Nonia were examined by the authority of the BCCL and the same were returned vide letter No. BCCL/PA-VI/3(13)/GC/KPA/96/567 dated 9/13.1.93 stating therein that the competent authority had agreed in principle to consider the employment case of dependent and the workwoman was advised by the Dy. C.P.M. Katras Project Area to submit a fresh application along with relevant papers which was

communicated to him (dependent son) by the Project Officer Katras Chaitudih Colliery vide Ref. No.- F-14106/525 dated 8/10.2.97. After that Binod Kumar Nonia the dependent son of deceased workwoman had submitted his application along with all relevant documents on 18/02/1997 for his employment and after examining the same the management of Katras Chaitudih Colliery had processed it to Area General Manager for further action and subsequently the General Manager of Area after finding the documents in order, had submitted it to Headquarter of M/s. BCCL for necessary approval but the Headquarter of BCCL had regretted the claim for employment without assigning any reason which was communicated to the Binod Kumar Nonia vide Ref. No. 153 dated 12/01/1999. The refusal of management to provide employment to the dependent son of Late Shanti Nonian is against the letter and spirit of clause 9.4.2 of N.C.W.A. IV, so the matter was raised before A.L.C, Dhanbad but on failure of conciliation process, the A.L.C, Dhanbad had submitted his failure report resulting this reference.

5. The case of the management of Katras Chaitudih Colliery of M/s BCCL is as follows:-

That one female worker namely Shanti Nonian was working as Wagon loader at Katras Chaitudih Colliery and she died on 27/12/1989 at the Central Hospital, Dhanbad. After her death there was no suitable dependant of the aforesaid female worker to take employment on compassionate ground and no one approached the management for getting employment but in the year 1992 one person namely Binod Kumar Nonia, claiming himself to be the dependant son of deceased family worker had submitted an application for providing him employment. The said Binod Kumar Nonia was not found suitable for being employed in coal mine as he had not attained the majority at that time and his application could not be considered and accepted by the management so, it was rejected. Thereafter the said person namely Binod Kumar Nonia again submitted his application on 24/08/1996 claiming that he had attained the adulthood and was in a position to perform the job in coal mine. There is no rule for keeping the employment of dependent in abeyance for number of years, in case any dependent is minor. Moreover the management is having surplus manpower so there is no scope for employment of workman in the form of dependent, Therefore, to create a new right in favour of workman for providing employment to the dependent till the attaining of adulthood is beyond imagination, so the dependant of concerned workwoman namely Binod Kumar Nonia has got no right for getting employment in public sector undertaking. The management has denied that the refusal to provide employment to Binod Kumar Nonia was contrary to the spirit of clause 9.4.2 of N.C.W.A.IV, so the present reference is not legally maintainable.

6. The concerned workman has filed the rejoinder to the written statement of management of Katras Chaitudih Colliery in which he has either denied or made no comments on all averments made in the Written Statement of the management but has admitted the facts mentioned in Para 4 of the written statement.

7. The concerned workman through its union has examined only one witness. He is WW-1 Binod Kumar Nonia, the dependant son of deceased workman.

The WW-1 Binod Kumar Nonia has deposed before the Tribunal that his mother Late Shanti Devi was working at Katras Chaitudih Colliery as Wagon loader and she died on 27/12/1989 while in service leaving behind two sons and two daughters. He has also stated that he is the eldest son of his deceased mother and he had submitted an application for appointment in place of his mother in the year 1992 but management didn't provide him employment. He has also stated that the management had sent a notice for filing fresh application and at such he had filed a fresh application in the year 1997 but the same was refused in the year 1999. He has proved the regret letter which is marked as Exhibit W-4.

In the cross-examination he has stated that at the time of death of his mother he was twelve or thirteen years old and he could not say what was his age in the year 1992. He has also stated that at the time of submitting application he was only 15 years old and his date of birth was 15/06/1977. He has denied the suggestion that he had filed the application at belated stage, so he was not entitled for employment.

8. The workman through its union has proved the following documents:-

1. **Letter of personnel Manager addressed to Deputy C.P.M, K.P. Area vide dated 09/13-01-1997 as Exhibit W-1.**
2. **Letter of Project Officer dated 08/10-02-1997, Katras Chaitudih Colliery addressed to Binod Kumar Nonia as Exhibit W-2.**
3. **Letter of Binod Kumar Nonia addressed to Project Officer, Katras Chaitudih Colliery as Exhibit W-3.**
4. **Letter dated 12/01/99 addressed to Binod Kumar Nonia regarding rejection of his application as Exhibit W-4.**

9. On the other hand the management has also examined only one witness. He is MW-1 Dwarika Prasad Tiwari.

The MW-1 Dwarika Prasad Tiwari has deposed before the Tribunal that he was working as Clerk in the Personnel Section of Katras Chaitudih Colliery of M/s. BCCL since 1971. He has also stated that one Shanti

Nonian was working as Wagon loader who died in the year 1989 while in service. He has further stated that after her death her dependent Binod Kumar Nonia applied for employment for the first time in the year 1992 and he was not offered any employment as he was found under age as his date of birth had been mentioned as 15/06/1977 in the application. He has further stated that the said dependent again submitted application for employment in the year 1996. He has proved the carbon copy of application form submitted by the concerned dependent of workwoman which is marked as Exhibit M-1. He has also proved the carbon copy of verification roll of dependant of workwoman annexed to the application which is marked as Exhibit M-2. He has further proved the carbon copy of identification certificate of the dependent of workwoman which is marked as Exhibit M-3. He has also proved the photocopy affidavit of the dependent of workwoman which is marked as Exhibit M-4. He has also proved the photocopy of affidavit of the father of dependent of workwoman which is marked as Exhibit M-5. He has further stated that the second application of the dependent was regretted on the ground of delay in submitting the application. He has also stated that the action of the management in rejecting the claim of the dependent is justified.

In the cross-examination he has stated that no any fixed period or limitation has been prescribed for submission of the application for employment in place of the deceased employee but there is a requirement that the dependent must be major. He has identified the signature of R.N. Mitra Personnel Manager (MP&R) on a letter which is marked as Exhibit W-1 and signature of Project Officer on a letter dated 08/10.02.1997 addressed to concerned dependent which is marked as Exhibit W-2. He has also stated that second application for employment was filed and the same was found incomplete so the said dependant of workwoman was asked to submit a fresh application which was recorded by the office. He has also identified the receipt of the receiving of fresh application and the said receipt is marked as W-3. He has denied the suggestion that the management was never prepared to offer employment on compassionate ground. He has admitted that it is true that in the case the management had not disclosed any specific reason for rejecting the application of dependant for employment. He has also admitted that it is true that the concerned dependent of workwoman is entitled for employment in place of deceased employee under NCWA.

10. The management has proved the following documents as:-

1. **Carbon copy of Application of Binod Kumar Nonia for employment as Exhibit M-1.**
2. **Carbon copy of Verification Roll of Binod Kumar Nonia as Exhibit M-2**
3. **Carbon copy of Identification Certificate as Exhibit M-3**
4. **Photo copy of Affidavit of Binod Kumar Nonia as Exhibit M-4.**
5. **Photo copy of Affidavit of Dhaneshwar Nonia as Exhibit M-5.**

11. The learned lawyer appearing on behalf of the workman/union has submitted that after death of Shanti Nonian a permanent employee of Katras Chaitudih Colliery of M/s. BCCL on 27/12/1989 her dependent son Binod Kumar Nonia had submitted all the relevant documents for his employment under clause 9:4:2 of N.C.W.A.IV and the aforesaid documents were examined by the competent authority at Headquarter but the same was returned as it was incomplete mentioning therein that the competent authority had agreed in principle to consider his application for his employment. He has also submitted that as per advise of the management the dependent son of deceased had again submitted all the relevant documents for employment but the authorities of headquarter of M/s. BCCL had regretted his claim for appointment without assigning any reason. He has also argued that the refusal of the providing employment to the dependent son of deceased is against the letter and spirit of clause 9:4:2 of N.C.W.A. IV. He has also argued that MW-1 Dwarika Prasad Tiwari has admitted that management had not disclosed any specific reason for rejecting the application of dependent son of deceased and as per N.C.W.A. IV he was entitled for employment in place of deceased employee, so an award may be passed in favour of dependent son of the deceased.

12. On the other hand the learned lawyer of management has submitted that the compassionate appointment has got its own limitation and it is required to be provided immediately after the death of bread-earner so as to save the family from being perished under financial stringency. He has further argued that dependent son of the deceased was minor and so his application was not considered as he was not suitable for being employed in a coal mine. He has also submitted that the concerned workman had again submitted his application claiming that he had attained the adulthood, so he would be employed in place of his mother but there is no rule or regulation keeping the employment of a dependant in abeyance for number of years. He has also argued that there is delay of more than eight years and there is an office order that the no application for dependant employment will be entertained after eighteen months from the date of death or disablement. He has further argued that the concerned dependant son of the deceased was not eligible for appointment and his application for appointment in place of his mother was rejected, so the reference case is not maintainable.

13. Now in this matter only point of consideration in this case is whether the action of management of Katras Chaitudih Colliery of BCCL in rejecting the claim of Shri Binod Kumar Nonia dependent son of Late Shanti Nonian for employment is justified and if not what relief the said dependent is entitled.

FINDINGS

14 At the outset discussion it is required to mention here that WW-1 Binod Kumar Nonia is the most competent witness in this case.

He has categorically deposed that his mother Late Shanti Nonian was working as Wagon loader at Katras Chaitudih Colliery and she died on 27/12/1989 while in service living behind two sons and two daughters. He has also stated that he was eldest son of deceased employee, so he made an application for appointment but the same was returned by the management asking him to file a fresh application and he subsequently submitted an application in the year 1997 but the same was regretted. He has proved the regretted letter as Exhibit W-4.

15. The Exhibit W-1 is the photocopy of letter dated 9/13-1-97 of Personnel Manager (MP & R) addressed to Dy. CPM, K.P. Area regarding employment to the dependant of Late Shanti Nonian mentioning therein that competent authority has agreed in principle to consider the employment case of dependant of Shanti Nonian so obtain a fresh application form the dependant of the deceased person and after satisfying from all corner the same may kindly be sent to this office for further necessary action. It is further mentioned that incomplete application form is returned herewith for necessary action at your end.

The Exhibit W-2 is the letter dated 8/10-2-97 of Project Officer, Katras Chaitudih Colliery addressed to Binod kumar Nonia (dependant son of deceased) in which it has been asked to furnish entire relevant documents by the dependent son of deceased Late Shanti Nonian for employment.

The Exhibit W-3 is a carbon copy of letter by which Binod Kumar Nonia had submitted his application in reference to letter dated 8/10-2-1997.

Exhibit W-4 is a letter dated 12/01/99 addressed to Binod Kumar Nonia regarding refusal of his employment issued by Project Officer, Katras Chaitudih Colliery BCCL.

16. The MW-1 Dwarika Prasad Tiwari has deposed that after death of Shanti Nonian, the Wagon loader her dependant son Binod Kumar Nonia had applied for appointment in the year 1992 and he was not offered any employment as he was found under age. He has also stated that the said dependant again submitted application for employment in the year 1996 and the second time application of the dependant son of deceased was rejected on the ground of delay but he has admitted that there is no such provision that so long the dependant of the deceased employee doesn't attain a majority the management can make the offer for employment.

In the cross examination he has deposed that no fixed period of limitation has been prescribed for submission of the application form for employment in place of the deceased employee. He has also admitted that management didn't disclose any specific reason for rejecting the application of the dependant for employment and it is true that the concerned dependant is entitled for employment in place of deceased employee under N.C.W.A. IV.

17. The Exhibit M-1 is carbon copy of application form of the dependant son of the deceased Late Shanti Nonian along with carbon copy of verification roll which is Exhibit M-2 and carbon copy of identification certificate which is Exhibit M-3. Exhibit M-4 is a photo copy of affidavit sworn by the dependant son of the deceased namely Binod Kumar Nonia and Exhibit M-5 is the photo copy of affidavit sworn by the father of Dhaneshwar Nonia showing date of birth of Binod Kumar Nonia as 15/06/1977.

18. The learned lawyer of management has advanced his arguments that there is a delay in submitting the application form by the dependant son of deceased namely Binod Kumar Nonia and he has filed a copy of letter of Chairman-Cum-Managing Director, BCCL in which it is mentioned that no application for dependant employment will be entertained after 18 months from the death or disablement. After perusal of the said letter it appears that the aforesaid letter was issued on 30/01/2004. It is required to mention here that in this case the workman Late Shanti Nonian had died in the year 1989 and her dependant had submitted the application for his employment but he was asked to submit fresh application by the Project Officer vide letter dated 08/10-02-1997 and subsequently the dependant had submitted his application in the year 1997. Moreover the reliance placed by the learned lawyer of management is a letter issued on 30/01/2004, much after the death of workwoman Late shanti Nonian and form of application and other documents submitted by the dependent son of Late Shanti Nonian. Further the aforesaid letter will come into effect after 30/01/2004 and it has got no retrospective effect, so this letter is not applicable in this case.

19. After analyzing the oral and documentary evidence produced by both the parties it is quite apparent that Late Shanti Nonian was working at the Katras Chaitudih Colliery of M/s. BCCL since 1971 and she died in the year 1989 while in service.

Further the Exhibit W-1 shows that the competent authority had agreed in principle to consider the employment of dependant of Late Shanti Nonian. Moreover the Exhibit W-2 shows that Project Officer Katras Chaitudih Colliery had informed Binod Kumar Nonia vide letter dated 8/10-2-1997 asking him to submit all the documents for employment. It is also clear that subsequently Binod Kumar Nonia had submitted his application for employment in place of his mother Late Shanti Nonian which are Exhibit M-1, Exhibit M-2 and Exhibit M-3

and the affidavit of Binod Kumar Nonia and his father namely Dhaneshwar Nonia which are Exhibit M-4 & Exhibit M-5 respectively but the same was refused without the assigning any reason.

20. Now, there is cogent and convincing evidence in this case that after death of Shanti Nonian the management of Katras Chaitudih Colliery vide its letter dated 08/10-2-97(Exhibit W-2) had asked Binod Kumar Nonia to submit all the documents for employment as the management had agreed for the employment of the dependant of the deceased and subsequently Binod Kumar Nonia had submitted his application form (Exhibit M-1, Exhibit M-2 and Exhibit M-3) along with affidavit (Exhibit M-4 and Exhibit M-5) but the management had rejected his application without assigning any reason. However the learned lawyer of management has tried to put forward the reason of rejection on the ground of delay on the basis of the letter issued on 30/01/2004 which is not applicable in this case.

21. After considering all the facts and circumstances of this case the Tribunal comes to the conclusion that the action of the management of Katras Chaitudih Colliery of BCCL in rejecting the claim of Sri Binod Kumar Nonia dependant son of Late Shanti Nonian for employment is not justified. Hence he is entitled for relief.

In view of above discussion the management of Katras Chaitudih Colliery of M/s. BCCL is directed to provide employment to Sri Binod Kumar Nonia within thirty days after notification of the award in the official Gazette.

This is the award of the Tribunal.

D. K. SINGH, Presiding Officer

नई दिल्ली, 29 जुलाई, 2020

d kvk 630.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 271/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.02.2020 को प्राप्त हुआ था।

[सं. एल-20012/118/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, डेस्क अधिकारी/अनुभाग अधिकारी आईआर (सीएम-2)

New Delhi, the 29th July, 2020

S.O. 630.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 271 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 03.02.2020.

[No. L-20012/118/2000-IR(CM-I)]

RAJENDER SINGH, Desk Officer/Section Officer IR(CM-II)

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 271/2000

Employer in relation to the management of Lodna Area of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers :- Sri D.K. Verma. Advocate.

For the workman. :- None.

State : Jharkhand.

Industry: Coal

Dated : 29.01.2020

AWARD

By Order No.L-20012/118/2000-IR(C-1) dated 14/09/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Lodna Area of M/s. BCCL in dismissing Sri Bikram Singh from the services of the company w.e.f. 23.5.95 is justified? If not, to what relief is the workman entitled?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the workman left appearing before the Tribunal. Thereafter again regd. notice was issued to concerned union/workman and the notice returned with endorsement of “incomplete address”. Now the Case is pending since 25/09/2000 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 29 जुलाई, 2020

d kvk 631.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 330/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.02.2020 को प्राप्त हुआ था।

[सं. एल-20012/130/2000-आईआर (सीएम-1)]

राजेन्द्र सिंह, डेस्क अधिकारी/अनुभाग अधिकारी आईआर (सीएम-2)

New Delhi, the 29th July, 2020

S.O. 631.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 330 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 03.02.2020.

[No. L-20012/130/2000-IR(CM-I)]

RAJENDER SINGH, Desk Officer/Section Officer IR(CM-II)

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 330/2000

Employer in relation to the management of C.V. Area of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry: Coal

Dated : 29.01.2020

AWARD

By Order No.L-20012/130/2000 (C-1) dated 20/11/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/s. BCCL C.V. Area in not paying shale picking allowance to their workmen and arrear of wages is legal and justified? If not, to what relief the workmen concerned are entitled and from what date?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently both of them left appearing before this Tribunal. Thereafter regd. notices were issued to both the parties but even then no one appeared on behalf of the workman/union. Now the Case is pending since 26/12/2000 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 30 जुलाई, 2020

का. आ. 632.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 118/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/43/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 632.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 118/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/43/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer
Dated the 10th day of December, 2019

INDUSTRIAL DISPUTE No. 118/2015**Between:**

Sri Gorle Appala Naidu,
S/o Demudu,
Gorlevanipalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029.

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates
 For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/43/2015-IR(M) dated 6.11.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Visakhapatnam Jaypee Group of company in not considering Sri Gorle Appala Naidu, S/o Demudu, workman in service or else in not paying legal/terminal benefits to his father for the past services rendered to Andhra Cement Company, Visakhapatnam is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 118/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 10th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का. आ. 633.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 117/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/42/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 633.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 117/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/42/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 10th day of December, 2019

INDUSTRIAL DISPUTE No. 117/2015

Between:

Sri Gorle Lova Raju,
S/o Satyam,
Gorlevanipalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029.

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/42/2015-IR(M) dated 6.11.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Visakhapatnam Jaypee Group of company in not considering Sri Gorle Lova Raju, S/o Satyam, workman in service or else in not paying legal/terminal benefits to his father for the past services rendered to Andhra Cement Company, Visakhapatnam is legal and justified? If not, to what relief the concerned workmen is entitled?”

The reference is numbered in this Tribunal as I.D. No. 117/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 10th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का. आ. 634.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 116/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.08.2020 को प्राप्त हुआ था।

[सं. एल-29012/41/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 634.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 116/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/41/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 13th day of December, 2019

INDUSTRIAL DISPUTE No. 116/2015

Between:

Sri Gorle Achim Naidu,
S/o Ramu Naidu,
Gorlevanipalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029.

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates
For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/41/2015-IR(M) dated 6.11.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sri Gorle Achim Naidu, S/o Ramu Naidu, in service in contravention of Section 25F of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cement Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 116/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 13th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का.आ. 635.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 115/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/40/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 635.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 115/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/40/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 13th day of December, 2019

INDUSTRIAL DISPUTE No. 115/2015

Between:

Sri Rongali Satyam,
S/o Musili,
Gorlevanipalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029.

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/40/2015-IR(M) dated 6.11.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sri Rongali Satyam, S/o Musili, in service in contravention of Section 25F of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cement Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 115/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 13th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का. आ. 636.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 113/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/38/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 636.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 113/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/38/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 13th day of December, 2019

INDUSTRIAL DISPUTE No. 113/2015

Between:

Sri Gorle Pydam Naidu,
S/o Ramu Naidu,
Gorlevanipalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029.

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates
For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/38/2015-IR(M) dated 6.11.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sri Gorle Pydam Naidu, S/o Ramu Naidu, in service in contravention of Section 25F of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cement Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 113/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 13th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का. आ. 637.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 112/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/37/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 637.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 112/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/37/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 13th day of December, 2019

INDUSTRIAL DISPUTE No. 112/2015

Between:

Sri Gorle Simhachalam,
S/o Venkanna,
Gorlivanipalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/37/2015-IR(M) dated 6.11.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sri Gorle Simhachalam, S/o Venkanna, workman in service in contravention of Section 25F of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cement Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 112/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 13th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का. आ. 638.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 89/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/33/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 638.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 89/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/33/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD**

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 13th day of December, 2019

INDUSTRIAL DISPUTE No. 89/2015**Between:**

Shri Sabbavarapu Yerri Naidu,
S/o Chinna,
Peda Naidupalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/33/2015-IR(M) dated 1.10.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cement Limited, Visakha Cement Works, Visakhapatnam Jaypee Group of company in not considering Sri Sabbavarapu Yerri Naidu, S/o Chinna, workmen in service or else in not paying legal/terminal benefits to his father for the past services rendered to Andhra Cement Company, Visakhapatnam is legal and justified? If not, to what relief the concerned workmen is entitled?”

The reference is numbered in this Tribunal as I.D. No. 89/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 13th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का. आ. 639.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 88/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/32/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 639.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 88/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/32/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 12th day of December, 2019

INDUSTRIAL DISPUTE No. 88/2015

Between:

Shri Dogga Prasad,
S/o Samudram,
Peda Naidupalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029.

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/32/2015-IR(M) dated 30.9.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cement Limited, Visakha Cement Works, Visakhapatnam Jaypee Group of company in not considering Sri Dogga Prasad, S/o Samudram, workmen in service or else in not paying legal/terminal benefits to his father for the past services rendered to Andhra Cement Company, Visakhapatnam is legal and justified? If not, to what relief the concerned workmen is entitled?”

The reference is numbered in this Tribunal as I.D. No. 88/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 12th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का. आ. 640.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 87/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/31/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 640.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 87/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/31/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 12th day of December, 2019

INDUSTRIAL DISPUTE No. 87/2015

Between:

Sri Gompa Appala Naidu,
S/o Thata,
Peda Naidupalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/31/2015-IR(M) dated 30.9.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Visakhapatnam Jaypee Group of company in not considering Sri Gompa Appala Naidu, S/o Thata, workman in service, or else in not paying legal/terminal benefits to his father for the past services rendered to Andhra Cement Company, Visakhapatnam is legal and justified? If not, to what relief the concerned workmen entitled?”

The reference is numbered in this Tribunal as I.D. No. 87/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 12th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का.आ. 641.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 86/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/30/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 86/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/30/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 12th day of December, 2019

INDUSTRIAL DISPUTE No. 86/2015

Between:

Sri Sabbavarapu Sathi Babu,
S/o Appala Naidu,
Village-Peda Naidupalem
Mandal -Sabbavaram,
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/30/2015-IR(M) dated 30.9.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Visakhapatnam Jaypee Group of company in not considering Sri Sabbavarapu Sathi Babu, S/o Appala Naidu, workman in service or else in not paying legal/terminal benefits to his Father for the past services rendered to Andhra Cement Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 86/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a 'No dispute' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 12th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का. आ. 642.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 85/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/29/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 642.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/29/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD****Present:** Sri Muralidhar Pradhan, Presiding OfficerDated the 12th day of December, 2019**INDUSTRIAL DISPUTE No. 85/2015****Between:**

Sri Sabbavarapu Demudu,
S/o Krishnaiah,
Peda Naidupalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/29/2015-IR(M) dated 1.10.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sri Sabbavarapu Demudu, S/o Krishnaiah, workman in service or else in not paying legal/terminal benefits to his father for the past services rendered to Andhra Cement Company, Visakhapatnam is legal and justified? If not, to what relief the concerned workmen is entitled?”

The reference is numbered in this Tribunal as I.D. No. 85/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.
3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 12th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का.आ. 643.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 84/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/27/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 643.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 84/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/27/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 12th day of December, 2019

INDUSTRIAL DISPUTE No. 84/2015

Between:

Sri Gorle Demudu,
S/o Appanna,
Gorlivanipalem (Village),
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/27/2015-IR(M) dated 23.9.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sri Gorle Demudu, S/o Appanna, workman in service in contravention of Section 25F of the Industrial Disputes Act, or else in not paying legal benefits for the

past services rendered to Andhra Cement Company is legal and justified? If not, to what relief the concerned workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 84/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a 'No dispute' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 12th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का.आ. 644.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 83/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/26/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 644.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 83/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/26/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD****Present:** Sri Muralidhar Pradhan, Presiding OfficerDated the 11th day of December, 2019**INDUSTRIAL DISPUTE No. 83/2015****Between:**

Sri Gorle Satyam,
S/o Achanna,
Gorlivanipalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/26/2015-IR(M) dated 23.9.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sri Gorle Satyam, S/o Achanna, workman in service in contravention of Section 25F of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cement Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 83/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 11th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का.आ. 645.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 82/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/25/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 82/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/25/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 11th day of December, 2019

INDUSTRIAL DISPUTE No. 82/2015

Between:

Sri Gorle Appala Naidu,
S/o Krishnamma,
Gorlivanipalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/25/2015-IR(M) dated 23.9.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sri Gorle Appala Naidu, S/o Krishnamma, workman in service in contravention of Section 25F of the Industrial Disputes Act, or else in not paying legal benefits for

the past services rendered to Andhra Cement Company is legal and justified? If not, to what relief the concerned workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 82/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a 'No dispute' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 11th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का.आ. 646.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 81/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/24/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 646.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 81/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/24/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD****Present :** Sri Muralidhar Pradhan, Presiding OfficerDated the 11th day of December, 2019**INDUSTRIAL DISPUTE No. 81/2015****Between:**

Sri Sabbavarapu Thata Babu,
S/o Adi Narayana,
Peda Naidupalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/24/2015-IR(M) dated 23.9.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sri Sabbavarapu Thata Babu, S/o Adi Narayana, workman in service in contravention of Section 25F of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cement Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 81/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner .

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 11th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का.आ. 647.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 80/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/23/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 647.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 80/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/23/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 11th day of December, 2019

INDUSTRIAL DISPUTE No. 80/2015

Between:

Sri Gorle Krishnam Naidu,
S/o Appanna,
Gorlivanipalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/23/2015-IR(M) dated 23.9.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sri Gorle Krishnam Naidu, S/o Appanna, workman in service in contravention of Section 25F of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cement Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 80/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a 'No dispute' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 11th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का.आ. 648.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 79/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/22/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 648.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 79/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/22/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer
Dated the 11th day of December, 2019

INDUSTRIAL DISPUTE No. 79/2015

Between:

Sri Kotana Ramu,
S/o Kistamma,
Gorlivanipalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates
For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/22/2015-IR(M) dated 23.9.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sri Kotana Ramu, S/o Kistamma, workman in service in contravention of Section 25F of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cement Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 79/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.
3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 11th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का.आ. 649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 52/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/14/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 649.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/14/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD**

Present: Sri Muralidhar Pradhan, Presiding Officer
Dated the 10th day of December, 2019

INDUSTRIAL DISPUTE No. 52/2015**Between:**

Sri Bokam Naga Raju,
S/o Appala Naidu,
Pedanaidupalem (Village)
Sabbavaram (Mandal),
Visakhapatnam (A.P.)-531035

...Petitioner

AND

The Senior Vice President (Admn.) & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/14/2015-IR(M) dated 3.6.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sh. Bokam Naga Raju, S/o Samudram, workman in dispute in service or else in not paying legal benefits to his father for the past services rendered to Andhra Cements Limited is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 52/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 10th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का.आ. 650.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 51/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/7/2015-आईआर (एम)]

ए. के. सिंह, अवसर सचिव

New Delhi, the 30th July, 2020

S.O. 650.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 51/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-29012/7/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD****Present:** Sri Muralidhar Pradhan, Presiding OfficerDated the 10th day of December, 2019**INDUSTRIAL DISPUTE No. 51/2015****Between:**

Sri Sabbavarapu Sree Ramulu,
Peda Naidupalem (Village)
Sabbavaram (Mandal),
Visakhapatnam Distt.
Visakhapatnam (A.P.)

...Petitioner

AND

The Senior Vice President (Admn.) & Plant Head,
Andhra Cements Limited, Visakha Cement Works,
Jaypee Group, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029

...Respondent

Appearances:

For the Petitioner : M/s. P.V. Giridhar & P.V.P.A. Hara Kumar & P. Annapurna, Advocates

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/7/2015-IR(M) dated 1.6.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of company in not considering Sh. Sabbavarapu Sreeramulu, S/o Samudram, workman in service in contravention of Section 25F of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Limited is legal and justified? If not, to what relief the concerned workman is entitled for?”

The reference is numbered in this Tribunal as I.D. No. 51/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondents. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 10th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 30 जुलाई, 2020

का.आ. 651.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 55/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.07.2020 को प्राप्त हुआ था।

[सं. एल-17012/41/2013-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 30th July, 2020

S.O. 651.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2014) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India, and their workman, which was received by the Central Government on 28.07.2020.

[No. L-17012/41/2013-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD**

Present: Sri Muralidhar Pradhan, Presiding Officer
Dated the 10th day of December, 2019

INDUSTRIAL DISPUTE No. 55/2014**Between:**

Smt. B.V. Hema Latha,
W/o K.M.K. Kishore,
C/o K. Satyanarayana,
D.No.13-1-32, Stanam Vari Street,
Bapatla, Guntur-522101

...Petitioner

AND

1. The Sr. Divisional Manager,
LIC of India, Divisional Office,
Kennedy Road, Machilipatnam.
2. The Divisional Manager,
LIC of India, Bapatla Branch,
Bapatla, Guntur District.

...Respondents

Appearances:

For the Petitioner : Sri M.V.L. Narasaiah, Advocate

For the Respondent : Representative

AWARD

The Government of India, Ministry of Labour by its order No.L- 17012/ 41/2013-IR(M) dated 4.3.2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workman. The reference is,

SCHEDULE

“Whether the removal from service of Smt. B.V. Hema Latha, Ex-Temp. Class.IV, LIC of India, Bapatla Branch w.e.f. 1.2.2013 is legal and justified? If not, what other relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 55/2014 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement and documents by the Petitioner.

3. In spite of service of notices, the Petitioner did not turn up. Several opportunities have been given to the Petitioner to attend the court to prosecute her case by filing claim statement. But the Petitioner failed to attend this Tribunal which clearly indicates that perhaps the Petitioner is not interested to prosecute her case and perhaps the dispute of the Petitioner has already been settled and the Petitioner has nothing to claim. Hence, a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this 10th day of December, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 31 जुलाई, 2020

का.आ. 652.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स नेशनल इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 17/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2020 को प्राप्त हुआ था।

[सं. जेड-16025/4/2020-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 31st July, 2020

S.O. 652.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2016) of the Central Government Industrial

Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. National Insurance Company Ltd., and their workman, which was received by the Central Government on 22.07.2020.

[No. Z-16025/4/2020-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 17 OF 2016

Dated Bhubaneswar the 28th April, 2020

Present: Sri B. C. Rath, Presiding Officer,
C.G.I.T-cum-Labour Court, Bhubaneswar

Between:

Sk. Abdul Majid
S/o. Late Abdul Rasid
Village – Ramakapur, PO. Sukleswar,
PS. Mahanga, Dist. Cuttack – 754221

...Applicant workman

And

1. General Manager (Personnel)
National Insurance Company Ltd.,
3 Middleton Street, Kolkata – 700071.
2. General Insurance Corporation of India,
Registered Office at – Industrial Assurance Building,
Church Gate, Mumbai – 400020.
3. Regional Manager, National Insurance Company,
Regional Office – 6th Floor, IDCO Tower, Janpath,
Sahidnagar, Bhubaneswar, Dist. Khurda.
4. Divisional Manager, National Insurance Co. Ltd.,
Divisional Office, 108, Station square, Bhubaneswar,
Dist. Khurda (Odisha)

...opposite parties management

Appearances:

Sri L. Dash. Advocate : For applicant workman.
Sri B. D. Panda, Advocate : For opposite parties management No.1, 3 & 4.
NONE : For opposite party management No. 2.

AWARD

This award is directed against an application preferred by the applicant workman Sk. Abdul Majid resorting to the provision of sub-sections (2) and (3) of Section 2-A of the Industrial Disputes Act, 1947 (14 of 1947) (herein after referred to as 'the Act') wherein and whereby the applicant workman has raised a dispute in regard to termination of his service by the opposite parties as illegal and unjustified and as such, he is to be reinstated in service with back wages and consequential other service benefits.

2. As per the statement of claim, the case of the applicant workman is that National Insurance Company Ltd. being a subsidiary Company of the General Insurance Corporation of India is a Government of India undertaking Company. The affairs of the said Company is managed and guided by the management of General Insurance Corporation of India and is fully financed by the Union of India. It has regional offices in different places through out the country including Kolkata and Bhubaneswar. The Company has it's own guest house at different places including at Kolkata and Bhubaneswar to facilitate accommodation of it's visiting staff. The applicant workman was initially appointed as a Caretaker in the guest house at Alipur, Kolkata of the Company and as per the agreement dated 6.12.1989 he was to perform his duty in the guest house for a lump sum amount of Rs.1200/- towards his remuneration per month. According to the applicant workman, the Company issued a

circular on 8.7.1991 revising the pay scale of the Caretakers treating them as Class IV employees of the Company. The scale of pay was revised on the basis of the representation made by individual Caretakers and their demand put forth by the Association of the Caretakers. The revision of pay scale was given effective from 1.1.1987. It is the claim of the applicant workman that he was also granted the said scale of pay with D.A., C.A and other benefits. All the Caretakers including him were treated as permanent employees of the Company. Keeping in view the circular of revised pay, he received an amount of Rs. 24,201.34 towards his differential arrear salary for the period from 1.1.1990 to 31.10.1994. He was allotted a permanent employee code No. 9999 dated 1.12.1998 since he was treated as a permanent employee of the Company. It is his further claim that he was transferred from the post of Caretaker of Kolkata guest house to the post of Caretaker of Bhubaneswar guest house on 8.11.1999 to accommodate the posting of one Arun Kumar Jena from Bhubaneswar to Kolkata. After his joining at Bhubaneswar, he received regular salary from 8.11.1999 to June, 2000 from the Divisional Office, Bhubaneswar. He executed a fresh agreement on 8.11.1999 when he joined as Caretaker of the Bhubaneswar guest house. He was discharging his duties with utmost sincerity and devotion to the satisfaction of his authority and he was never communicated with any adverse remark. When his salary was not disbursed to him from July, 2000 onwards on the ground of his termination, he preferred a Writ vide W.P.(C) No.14633/2000 before the Hon'ble High Court of Kolkata. Thereafter, he filed a O.J.C. bearing No.13137/2000 before the Hon'ble High Court of Odisha, Cuttack for release of his salary from July, 2000 onwards since the Writ before the Hon'ble High Court of Kolkata was dismissed for lack of jurisdiction. According to the applicant workman, the Company appeared in the Writ and contested the claim taking a stand that the service of the applicant workman was terminated. Hence, he filed another Writ bearing No. W.P.(C) 5937/2002 in the Hon'ble High Court of Odisha. Both the O.J.C. and Writ petitions were disposed of on 4.8.2015 with observation and direction that the applicant workman has to approach the industrial dispute forum for appropriate remedy available under the law. Hence, this case instituted resorting to the provision of sub-sections (2) and (3) of Section 2-A of the Act as stated in supra.

3. The opposite parties management No. 1, 3 and 4 have contested the claim by filing a common written statement whereas, the opposite party management No. 2, it has been set exparte for his non-appearance inspite of sufficiency of notice on him. The contesting opposite parties have refuted the allegations pleading inter alia that the applicant workman was never appointed as a Caretaker either guest houses at Kolkata or at Bhubaneswar and he was not transferred from Kolkata to Bhubaneswar as an employee of the management Company. The Company being a public sector Government Company has its own recruitment rules and guidelines for Class IV employees and the applicant workman was not appointed under such rules and circulars. Under an agreement dated 6.12.1989 he was entrusted with running of the guest house for a monthly compensation of Rs.1200/- and the agreement was for the period from 6.12.1989 to 23.8.1999 and the agreement was not renewed after 23.8.1999. As the applicant workman was not an employee of the opposite parties, question of regularization of his service did not arise. He was not transferred from Kolkata to Bhubaneswar. His tenure of Caretaker at Kolkata guest house/transit flat was terminated with effect from 22.9.1999 keeping in view the completion of the period of his contract job as per the agreement dated 6.12.1989. According to the opposite parties, the applicant workman was entrusted to do the contract job of Caretaker at Bhubaneswar transit flat on his request as there was no Caretaker for the Bhubaneswar Transit flat. Accordingly, a fresh agreement or contract was executed on 8.11.1999. Since the transit flat at Bhubaneswar was closed, the applicant workman was given notice of termination of his contractual agreement vide a letter dated 31.8.2000. His engagement as caretaker of Bhubaneswar transit flat came to an end with effect from 30.9.2000. Further, the opposite parties have denied the employment/engagement of the applicant workman as a Caretaker of guest house/transit flat either at Kolkata or at Bhubaneswar with specific stand that he was engaged as a contractor to run the guest house/transit flat by an agreement. On the above pleading, the opposite parties management have prayed for rejection of the statement of claim.

4. On the aforesaid pleadings of the parties, the following issues have been settled for adjudication of the dispute.

ISSUES

- (i) Whether the application preferred under Section 2A (2) of the Act is maintainable in the eye of law ?
- (ii) Whether there was any employer and employee relationship between the disputant workman and the management ?
- (iii) Whether the termination of the workman by the management with effect from 29.9.2000 was legal and justified ?

(iv) To what relief, the workman is entitled ?

5. In order to establish his claim, the applicant workman has examined himself as W.W.1 and filed the copies of the order/direction/judgment dated 4.8.2015 passed in O.J.C. No.13137 of 2000 and W.P.(C) No. 5937 of 2002 passed by the Hon'ble High Court of Odisha, Cuttack, order/judgment dated 16.9.2003 passed in W.P.(C) No. 19003 of 2000 by the Hon'ble High Court, Madras, agreement dated 6.12.1989, circulars dated 8.7.1991 and 9.7.1992, slip of receipts of arrear salary, permanent employee No. 9999 dated 1.12.1998, transfer order dated 26.4.1999 from Kolkata to Bhubaneswar, termination letter dated 23.8.1999, joining report dated 8.11.1999, agreement dated 8.11.1999, pay slip/salary slip/receipts at Divisional Office, Bhubaneswar, termination letter dated 29.9.2000, application dated 30.6.2015, notice dated 29.12.1015, and orders of the Hon'ble High Court, Kolkata marked as Ext.1 to Ext.15 where as, the management has examined it's Senior Divisional Manager as M.W.1 and filed the documents like copes of Power of Attorney, agreement dated 6.12.1989, notice of termination dated 23.8.1989, agreement dated 8.11.1999, vacant notice issued by the land lady on 15.9.1999 by the management No.4, notice of terminationof agreement issued on 31.8.2000, order dated 29.11.2000 passed by the Hon'ble High Court of Kolkata in M.A.T. No. 3026/2000. W.P.(C) No. 5937/2002 filed by the applicant, counter affidavit filed by the management in the Hon'ble High Court, rejoinder affidavit filed by the applicant, judgment passed in W.P.(C) No.5937/2002 and in O.J.C. No. 13137/2000 before the Hon'ble High Court of Odisha, payment voucher by the management in favour of the applicant, advertisement dated 25.6.2005 by the management in Dharitri, application made by the applicant on 30.6.2005 and authorization letters issued by the management No.1 and 3 marked as Ext. A to Ext. R to refute the claim.

FINDINGS

6. Since all the issues are interlinked to each other, they are taken up simultaneously for consideration for the sake of convenience.

7. Keeping in view the pleadings advanced by the parties, it is to be seen first whether the applicant workman was appointed or engaged by the managements No. 1 & 3 as a caretaker either of the guest house at Kolkata or transit flat at Bhubaneswar belonging to the opposite parties management or he was engaged as a contractor to run the guest house. Law is well settled that initial burden to establish the relationship of employer and employee lies on the workman. Similarly, when a specific plea is advanced that termination/retrenchment of service was without compliance of the provision of Section 25-F of the Act or in violation of the provision of the I.D.Act, the burden lies on the applicant workman to prove that he being employed or engaged by the employer he worked continuously and uninterruptedly for 240 days in a calendar year preceding to the alleged date of his illegal termination/retrenchment. His mere assertion by virtue of an affidavit in this regard may not be sufficient to hold the applicant workman to be an employee of the employer management or he completed continuous and uninterrupted job for 240 days in a calendar year at the time of alleged termination/retrenchment of his service and some thing more has to be advanced in the evidence to establish the above fact depending upon the facts and circumstances of the case. Keeping in view the above settled principles on examination of the pleading and evidence of the applicant workman, it is found that while being entrusted with the job or work of Caretaker of the Guest House at Belvedere Estate, Kolkata, the applicant workman has executed a document with nomenclature of agreement vide Ext.3 and no appointment letter or offer of appointment is filed to support his claim that he was appointed or engaged as a Caretaker either temporarily or daily wages. The management has not seriously challenged the execution of such agreement. Rather, relying upon such an agreement, it has been pleaded and contended by the contesting opposite parties that the applicant workman was given a contract/contract job to run/manage the Guest House with certain terms and conditions for a compensation of Rs.1200/- per month. It cannot be unnoticed that in an agreement enforceable by law parties to the agreement are required to be signatories. But, in the case at hand, Ext. 3 (agreement) is only signed by the applicant workman. Similarly, a document with title agreement (Ext.10) was executed by the applicant workman when he was entrusted with the work of house keeping and maintenance of the Transit Flat at Bhubaneswar. Mere reading of both the documents reveals that the applicant workman being entrusted with the job of caretaker was required to do the work of house keeping and maintenance of the Transit Flat on certain terms and conditions and as per Ext.1, he was entitled to a monthly compensation of Rs.1200/- for such work of caretaker and under Ext.10 he was entitled to an amount of Rs.4,171.63 P. per month towards compensation. In both the agreements no specific period has been mentioned for which the applicant workman is to act as Caretaker of the Transit Flats. Had the applicant workman was given a contract job or appointed/engaged as a contractor to run the Transit Flat, a bilateral agreement is expected to be executed between the parties. As per the settled principles the Court has to draw its own conclusion as to fact in issuance from the content of documentary evidence and not from its nomenclature. If the contents of the documents of Ext.3 and Ext.10 are taken into consideration, it can be safely inferred that the applicant workman had given an undertaking in writing in document with a nomenclature of 'agreement' in regard to the duties to be discharged by him being

Caretaker of the Guest House/Transit Flat and his willingness to receive a specific amount for doing such duties. It is also emerging from the pleading and evidence of the management that the applicant workman was Caretaker of it's Transit Flat at Kolkata for the period from 6.12.1989 to 23.8.1999 and thereafter he was Caretaker of Transit Flat at Bhubaneswar from 8.11.1999 to June, 2000. The evidence and document filed by the applicant workman further reveals that monthly compensation of Rs.1200/- was subsequently revised as per circular and guidelines of the management and the Caretakers were paid monthly remuneration equivalent to the remuneration paid to a sub-staff of Class IV category employee of the Company except house rent allowance. In this regard, the evidence and pleading of the applicant workman is not seriously disputed by the management. The management has not also challenged the genuineness of the copy of the circular revising the remuneration of Caretakers. It is not also seriously disputed the claim of the applicant workman in regard to payment of compensation or wages or remuneration to the applicant workman in revised scale as per the guidelines of the Company.

8. Further, it is apparent from the evidence of the applicant workman most particularly from the contents of the letter Ext.7, which is a correspondence between the officials of the management Company that in the event of transfer of Arun Kumar Jena as a Caretaker of Kolkata Transit Flat, the Company office of Kolkata received a letter dated 13.4.1999 from the head office requesting transfer the service of the applicant workman from the Transit Flat, Alipur to Bhubaneswar Transit camp as Caretaker. If, the applicant workman was given a contract job under an agreement Ext.3, there was no need for the opposite parties management to issue a letter transferring him from Kolkata to Bhubaneswar as Caretaker. That apart, it is emerging from the notice of termination (Ext.8) that the applicant workman was issued with a notice for cancellation of his agreement dated 6.12.1989. In the said notice it was informed to the applicant workman that he was appointed as a Caretaker of Transit Flat of the Company at Kolkata vide an agreement purely on contractual basis which was renewed from time to time. In terms of the said agreement he was given a notice of one month for termination of the agreement appointing him as a Caretaker of Transit Flat. Such contractual appointment as a Caretaker would come to an end on 22nd September, 1999. The language of contents in Exts.7 and 8 clearly indicates that the applicant workman was appointed as a Caretaker purely on contractual basis. The management has not challenged the pleading and evidence of the applicant workman also in regard to engagement of one Arun Kumar Jena as a Caretaker of Kolkata Guest House. There is no serious dispute by the management that in the event of engagement of Sri Jena as Caretaker of Kolkata Guest House/Transit Flat, the applicant workman was engaged as a Caretaker of Bhubaneswar Transit Flat. The document in regard to revision of remuneration as well as pay slip reveal that the applicant workman had received his remuneration at the rate fixed by the head office of the management Company. As per the evidence of the opposite parties management, the applicant workman was served with a notice dated 29.9.2000 under Ext. F. In the said notice the applicant was informed that the contract of engaging him as a Caretaker of the Transit Flat at Forest Park was terminated with effect from 30.9.2000. Keeping in view the contents of the notices issued by the opposite parties management and the facts and circumstances discussed earlier, the plea of the management that the applicant was given a contract job or appointed as a contractor to run the Transit Flats is not believable and acceptable. The evidence led before the Tribunal more particularly the document relating to engagement of the applicant as a Caretaker and cancellation/notices are overwhelming to prove that the applicant was given a contractual job of Caretaker of the Transit Flat. Such contractual appointment was not for any specific period for which the opposite parties management issued notices for one month before terminating his contractual engagement in Kolkata as well as in Bhubaneswar. Had he not been engaged or appointed as a Caretaker, his remuneration would have not been revised as per the circular of the head office or he was not issued one month notice before termination of his service.

9. Thus, the oral testimonies of the witnesses of the parties to the dispute read with the documents relied upon by the parties disclose that (i) the applicant workman being engaged as Caretaker of Transit Flat was receiving wages from the opposite parties management although such remuneration was described in term of 'compensation' in the agreement and (ii) the applicant workman was discharging his duty under the control and supervision of the opposite parties management i.e. as per the terms and conditions described in agreements Exts. 3 and 10. Be that as it may, it can be safely said that the applicant workman was appointed by the opposite parties management on contractual basis to act as a Caretaker of it's Transit Flats in Kolkata and Bhubaneswar and there was employer and employee relationship between the parties.

10. Even though, it is coming-forth that the contractual engagement of the applicant workman as a Caretaker at Kolkata Transit Flat came to an end by virtue of a notice in regard to cancellation of the agreement dated 6.12.1989 (Ext.3) and he was allowed to act as a Caretaker of Transit Flat at Bhubaneswar by executing a fresh agreement under Ext. 10. The evidence on record clearly establish that his contractual appointment as Caretaker of Transit House of the management company was transferred from Kolkata to Bhubaneswar and hence, there was continuance of his service. The agreement under Ext.10 seems to be a compliance of official

formality towards assuming the charge of caretaker of Transit Flat at Bhubaneswar. Having discharged the duty of caretaker as per the terms and conditions of the agreement, the applicant workman seems to have worked for the period from 9.12.1989 to July, 2000 continuously and uninterruptedly. He had worked continuously for a period of 240 days in a calendar year preceding to the date of termination of his service as Caretaker. Admittedly, there is no pleading and evidence on the part of the opposite parties management that any retrenchment compensation as required under Section 25-F of the Act was paid to the applicant workman when his contractual job was terminated. That apart, for argument sake, if it is accepted that his engagement at Bhubaneswar was afresh one and the applicant workman has not completed 240 days of continuous service at Bhubaneswar, it cannot be over-sighted that provisions of Section 25-FFA or 25-FFF of the Act were not complied with when the Transit Flat at Bhubaneswar was closed down. Besides, the applicant workman has a preference right to the contractual job of Caretaker at Bhubaneswar Transit Flat when it was reopened. But the management invited fresh applications for such Caretaker of the Transit Flat at Bhubaneswar as emerging from the paper publication under Ext. N. In the above back-drops, it cannot be said that the termination of contractual service/job of the applicant workman was in violation of the provisions of the I.D. Act and as such, the same would be deemed to be illegal and unjustified as well as un-sustainable in the eye of law.

11. Coming to the issue of maintainability of the application preferred resorting to provision of sub-sections (2) and (3) of Section 2-A of the Act, it is to be stated here that sub-clause (3) mandate that an application raising a dispute in regard to dismissal or removal or retrenchment of an individual workman is to be filed in the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service. In the case at hand, the alleged termination of the applicant workman was with effect from July, 2000 and as such, the dispute was required to be raised in the Tribunal on or before 31st July, 2003. Admittedly the dispute is raised in the Tribunal on 31.3.2016 after dismissal of a writ preferred by the applicant workman in the Hon'ble High Court of Odisha. Mere reading of provision of sub-sections (2) and (3) of Section 2-A of the Act gives a impression that application for raising the dispute is time barred and not maintainable. But, it cannot be over-sighted as well as it is emerging from the pleading and evidence of the parties that the applicant workman preferred a writ in the Hon'ble High Court of Kolkata as well as in the Hon'ble High Court of Odisha in the year 2000 itself after termination of his contractual job. The O.J.C. was preferred in the year 2000 and a writ petition was preferred in the year 2002. Both the writ and O.J.C. were disposed of by a common order dated 14.7.2015. As per the settled principle, if the period of pendency of the litigation before the Hon'ble High Court is computed or taken into consideration keeping in view the provision of Section 14 of the Limitation Act, the dispute seems to have been raised in the Tribunal before expiry of three years. Therefore, the dispute in regard to termination of contractual job of the applicant workman seems to have been raised within the limitation period as mandated in the Act. Thus, the issue is answered in favour of the applicant workman.

12. Now coming to the issue of relief to which the applicant workman is entitled, it may be stated here that earlier as a matter of principle the relief of reinstatement with continuity of service was usually granted with or without back wages when the termination of service is found to be invalid. But, there may be exceptional circumstances which make it impossible or wholly inequitable to direct reinstatement. On account of such situation, in recent past, there has been a shift in the legal position and the Hon'ble Apex Court have taken consistent view that relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact and situation even though the termination of an employee is in contravention of the prescribed procedure and compensation instead of reinstatement has been held to meet the ends of justice. The relief of reinstatement or compensation depends upon the facts and circumstances of each case. The discretion if any, in this regard has to be applied judiciously taking into consideration of facts and circumstances of the case like, mode and nature of engagement/employment, source of employment, existence of vacancy, the financial position of the employer, the period of engagement etc. In the case at hand, there is no serious dispute that the management had no sanctioned post of Caretaker. The applicant workman was not engaged or appointed through any selection process or procedure. He was initially engaged on contractual basis for a consolidated wages. There is no evidence or material before the Tribunal to hold that any post of Caretaker is still lying vacant with the contesting management against which the applicant workman can be reinstated and adjusted. At the same time, it cannot be over sighted that the applicant workman had discharged the duty of Caretaker for a period of more than 11 years. Having regard to the facts and circumstances of the case as narrated above, it would be just and proper to direct the opposite parties management to reinstate the applicant workman as a Caretaker of it's Guest House/Transit Flat at Bhubaneswar along-with payment of a consolidated amount of Rs.2,50,000/- (Rupees two lacks fifty thousand only) as a compensation towards his arrear back wages provided the job of Caretaker is lying vacant. In alternate, the applicant workman is to be paid a lump sum amount of Rs. 5,00,000/- (Rupees five lacks only) as compensation in lieu of reinstatement and back wages if the contractual job of Caretaker is not available, such compensation amount is to be paid with in two months of the

Notification of the award failing which, the applicant workman is entitled to interest on such amount at the rate of 7.5% (seven and half percent) per annum with effect from the date of his application i.e. 31.3.2016 till its realization.

The application under sub-sections (2) and (3) of Section 2-A of the Act is disposed of and award is passed accordingly. The award be notified in the Gazette.

Dictated and corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 31 जुलाई, 2020

का.आ. 653.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स राउरकेला स्टील प्लांट, सेल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 61/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2020 को प्राप्त हुआ था।

[सं. एल-26011/23/2016-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 31st July, 2020

S.O. 653.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2016) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Rourkela Steel Plant, SAIL, and their workman, which was received by the Central Government on 22.07.2020.

[No. L-26011/23/2016-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 61 OF 2016

Dated Bhubaneswar, the 17th March, 2020

Present: Shri B.C.Rath, Presiding Officer,
C.G.I.T-cum-Labour Court, Bhubaneswar.

Between:

The A.G.M. (PL) IR & R,
M/s. Rourkela Steel Plant, SAIL, Rourkela,
Distt.- Sundargarh (Odisha) – 769011.

...First party management

And

The General Secretary,
Steel Employees Association,
B-40, Sector-7, Rourkela – 769003.

...Second party Union

Appearances:

Sri Subrat Mishra, Advocate : For first party management

Sri Amar Ku. Sahoo, Advocate : For second party Union

AWARD

The Government of India, Ministry of Labour & Employment have referred the industrial dispute for adjudication vide its Order No. L-26011/23/2016-IR(M) dated 13.07.2016 in exercise of powers conferred by clause (d) of sub-section (10 and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 Of 1947) (herein after referred to as 'the Act') and the terms of reference reads as follows:

“Whether the alleged punishment imposed upon Shri Jagat Krishna Pattanaik, PL No. 931710, Operator, CPP-I, by the Management of SAIL Rourkela Steel Plant vide their letter referred/2011/1341 dated 01.08.2011 by way of treating the period of suspension from Dt. 29.7.2003 to 01.08.2011, 'as such' is legal and/or justified? If not, what relief he is entitled to ?”

2. As per the statement of claim the case of the second party workman, in short, is that the disputant workman joined as Operator-cum-Technician (in the cadre of S-03) on 23.12.1993 and he performed his duty to the all sincerity and diligently to the satisfaction of the management without having any stigma till he was promoted to the cadre of S-04 with retrospective effect from 31.12.1996. Thereafter, he was promoted to such Operator-cum-Technician of cadre S-05 with effect from 31.12.2000. It is the claim of the second party that the workman was placed under suspension on 29.7.2003 on being alleged of being involved in theft of property of management, which is an offence of moral turpitude. According to the second party the disputant was falsely implicated in Tangarpalli Police Station Case No. 103 dated 23.7.2003 and he was taken into custody. He took trial in the Court of law in the alleged theft case bearing No. G.R. 1189/2003 registered under Section 379, 411/34 IPC. The trial was ended with acquittal by the judgment of JMFC, Panposh, Rourkela dated 25.5.2010. Despite his representations time and again he was not reinstated till 31.7.2011. No separate departmental proceeding was initiated against him except the criminal case registered against him. After his acquittal in the criminal case he approached the appropriate authority of the management for reinstatement as well as for his full wages/salary for the period of suspension as well as for annual increment, promotion and all other consequential financial benefits from the date of his suspension. It is the claim of the second party that after his reinstatement he was promoted to the post of Senior Operator in “C” Cluster (S-06 cadre) on 20.9.2011. Thereafter he was given another promotion in the cadre of S-07 with effect from 31.12.2015. By that time his counter parts in service were already promoted to Senior Operative in cadre S-09. When he was reinstated on 1.8.2011, it was ordered that the period of suspension would be treated as such. It is the claim of the second party that the disputant was implicated falsely in a criminal case for his no fault and as such, his suspension and the order in respect to the period of suspension are illegal and unjustified and the same are not maintainable in the eye of law. It is the stand of the second party that as per the provision of Clause No.30 (ii) (e) of the Certified Standing Order of the management the disputant is entitled to full wages/salary, promotion and consequential service and financial benefits during the period of suspension as he was acquitted in the criminal case and there was no departmental action against him. In spite of repeated representations when he was not given all consequential service and financial benefits, he was compelled to raise a dispute through the Union. Consequently the reference is made when the conciliation before the labour machinery was failed. It is pertinent to mention here that the statement of claim is filed by the disputant workman himself, though the dispute was raised by the unrecognized Union.

3. The management of SAIL, Rourkela has contested the claim challenging the maintainability of the reference on account of the statement of claim being filed by the disputant workman himself and the dispute has been persecuted by him instead of the second party Union. That apart, the management has refuted all the allegations raised by the disputant in the statement of claim and pleaded that the disputant workman was placed under suspension from 29.7.2003 to 31.7.2011 as he was arrested by the police on 25.7.2003 in Tangarpalli Police Station Case No. 103 dated 23.7.2003 registered under Section 379, 411/34 IPC with allegation that he along with others committed theft of the property belonging to the management. As the said criminal case ended with acquittal of the disputant, he was reinstated on 1.8.2011. Since his suspension was made keeping in view of the provision of Clause 30 (ii) (h) of the Certified Standing Order, he was not entitled to service and financial benefits as claimed by him. Had there been departmental enquiry/action pursuant to the criminal charge sheet and the delinquent officer was found not guilty in the domestic enquiry, the provision of clause 30 (ii) (e) would have been applicable to the disputant workman. Since there was no departmental enquiry/action the disputant is only entitled to subsistence allowance as provided in clause 30 (ii)(h) of the Certified Standing Order. He was only entitled to financial and service benefits from the date of his reinstatement. As such, his statement of claim as well as prayer is not permissible in the eye of law. Hence prayer is made for rejection of the statement of claim.

4. On the aforesaid pleadings of the parties, the following issues have been settled for just and proper adjudication of the dispute.

ISSUES

- (i) Whether the reference is maintainable in the eye of law ?
- (ii) Whether the statement of claim filed by the workman in his individual capacity without being espoused by the second party-Union is acceptable in the eye of law ?
- (iii) Whether the workman is entitled to get all his service benefits including wages during his suspension period from 29.7.2003 to 1.8.2011 after being acquitted in the criminal trial ?
- (iv) Whether the clause No. 30(ii)(e) of the Certified Standing Order is applicable in the instant case?
- (v) If not, what relief the workman is entitled to ?

5. To substantiate his claim, the second party-workman has examined himself as W.W.1 and relied upon the documents like copies of the suspension order dated 29.7.2003, judgment dated 25.5.2010 passed in G.R. Case No. 1189/2003, representations dated 11.6.2010, 27.7.2010, 3.8.2010, 14.8.2010, 14.12.2010, 3.2.2011, 23.2.2011, 1.8.2011, 3.8.2011, 18.4.2012, 16.7.2014, 3.1.2015, 5.8.2016, 3.8.2011 and the postal ADs under with representations were sent, copy of office orders of SAIL etc. marked as Ext.1 to Ext.17 whereas, the first party-management has examined its Deputy Manager(Personnel), Steel & Services, SAIL, RSP, Rourkela as M.W.1 and filed the documents like copy of office order No.1341 dated 1.8.2011 on revocation of suspension order of the workman and the copy of Certified Stand Order marked as Ext. A and Ext. B to refute the claim of the second party-workman.

FINDINGS

6. Coming to the issue of maintainability of the reference and challenge raised by the management on the statement of claim filed by the disputant workman himself, it is the contention of the management that in the event of statement of claim being filed by the individual affected workman the dispute under reference becomes individual dispute. As such, the said dispute does not cover by term 'industrial dispute' as defined under Section 2(k) of the Act. Its further contention is that the dispute being not related to dismissal/termination/retrenchment of service, the workman has no locus standi or authority to pursue or raise a dispute before this Tribunal. The dispute being an individual one in respect to certain benefits required to be extended to a singular workman, the same cannot be adjudicated without a statement of claim preferred by the union and its persecution. Admittedly, the term of reference clearly indicates that the dispute relates to a claim upon an individual workman whether he was entitled to such salaries and financial benefits during the period of his suspension. Going through the schedule of the reference made by the Central Government and pleading and evidence advanced by the parties, it is found that the dispute was initially espoused by the union and the same is evident from the schedule of reference made by the Central Government. It is not in dispute that no statement of claim was ever filed by the union after the dispute was referred to for its adjudication by the Tribunal. The disputant workman filed the statement of claim under his signature and it is elicited from his cross-examination that he filed the statement of claim individually when the General Secretary of the second party Union refused to participate in the adjudication. In the case between workmen and Dharmpal Prem Chand (1965) 1 LLJ 668 the Hon'ble Supreme Court have held that not-with-standing the width of the words used in Section 2(k), a dispute raised by a single workman cannot become an industrial dispute, unless it is supported either by his union or in the absence of an union or by a substantial number of workmen. It is also settled by the Hon'ble Apex Court that a dispute relating to 'any person' becomes a dispute where the person in respect of whom it is raised, is one in whose employment, non-employment, terms of employment or conditions of labour, the purpose to the dispute have a direct or substantial interest. Coming to the case at hand, it cannot be over-sighted that though the dispute was apparently related to an individual concerned, it was espoused by the union. Having espoused by the union the dispute par tact the character of an industrial dispute. In order to that individual dispute may become an industrial dispute, it has to be established that it had been taken up by the union of the employee or by an appropriate number of employees of the establishment. Be that as it may, the contention of the management that the dispute being an individual one has no merit for consideration when there is no specific mandate in the law/act that a dispute espoused by the union is to be persuaded by the said union in the adjudication process. On the other hand, as per the provision of Section 17 of the Act, adjudication/award can be made even without participation of one of the parties in the dispute. In the event of non-participation of the union or statement of claim preferred by the union, the Tribunal is required to adjudicate the dispute and to give an award in view of the mandate of Section 17 of the Act. Hence, no illegality seems to have been made by entertaining the statement of claim from the concerned workman, who is automatically expected to prosecute the matter/dispute being related to the condition of his service. On the other hand, participation of the workman in the adjudication process is no way prejudice the management. Hence the issue raised by the management has no merit for consideration and accordingly the maintainability of the dispute i.e. the reference is answered in favour of the second party.

7. Coming to the claim raised by the disputant workman and stand taken by the first party management, it is seen from the pleadings and evidence of the parties that the disputant workman was placed under suspension from 29.7.2003 to 31.7.2011 on account of he being taken into custody on 25.7.2003 in a criminal case registered under Section 379, 411/34 IPC. The disputant workman was charge-sheeted in the said case and took trial before the J.M.F.C., Panposh (Rourkela) vide G.R. Case No. 1189/2003. It is not also in dispute that he was acquitted in the said criminal case on 25.5.2010. It is also emerging from oral testimony of the disputant workman as well as his representations made to his authority vide Exts. 3, 4, 5, 6, 7, 8 and 9 that soon after his acquittal in the criminal trial he made representations to his authority for his reinstatement. Despite his representations time and again, the first party management took more than one year to reinstate him. Admittedly there was no departmental action or enquiry/proceeding for his alleged involvement in theft case. The criminal case was not registered at the instance of the employer. Be that as it may, it shall be presumed that there was no official misconduct on his part warranting departmental action or imposition of punishment as mandated in the Certified Standing Order of the management Company. In service law it is well settled that an employee cannot be punished for his commission and omission what ever may be the gravity of the allegation unless he shall be given an opportunity to be heard by the authority competent to impose the penalty. Keeping in view the above facts and circumstances as well as settled principle argument has been advanced by the learned counsel for the second party that as per provision of Clause 30 (ii) (e) of the Certified Standing Order the disputant workman being found not guilty in the criminal case, he shall be reinstated in his post and shall be paid the difference between the subsistence allowance already paid and the emoluments which he would have received it, if he had not been suspended and the period of his suspension shall be treated as duty. Keeping in view the provision of the Standing Order the disputant workman should have been given all service benefits as well as financial benefit being deemed to be continuing in service like his co-workers/counter parts working with him in the cadre at the time of his suspension.

8. The above contention is opposed by the learned counsel for the management employer with a submission that provision of sub-clause (ii) (h) of Clause 30 of the Certified Standing Order is applicable to the disputant workman and his claim is not covered under the provision of Clause 30 (ii) (e) of the Standing Order as argued by the learned counsel for the disputant workman. Relying upon the decision of the Hon'ble Apex Court in the case of Union of India and others Vrs. Jaipal Singh reported in 2004 SCC (L&S) 12, it has been further submitted by the learned counsel for the management employer that the employee is not entitled to full wages since the disputant workman was placed under suspension as the employer has a right to suspend an employee accused in a Court of law in any criminal offence involving moral turpitude until the disposal of the trial and the employer being in no way concerned with criminal case cannot be saddled with liability for full wages for the period when the employee was under suspension. On a close reading of the case under reference, it is apparent that facts and circumstances as well as issues involved in the citation are not identical to the present situation since in the reported case the employee was dismissed from service after being held guilty in the criminal trial. When he was acquitted by the Appellate Forum he was reinstated and he claimed back wages which was denied to him for the period of his dismissal. In that circumstances, the Hon'ble Apex Court have held that the employee is not entitled to the back wages for the period of his absence. However, it cannot be over-looked that the Clause 30 (ii) (h) of the Standing Order empowers the authority to suspend an employee subject to compliance of the provisions contained in sub-clause (d) and (e) of Clause 30 (ii) of the said Standing Order if the employee is accused in a Court of law for any criminal offence involving moral turpitude until the disposal of the trial. In the case at hand, there was no illegality in placing the disputant workman under suspension on account of he being charged in a Court of law for an offence of 379 IPC. But, the management employer is required to comply the provisions of sub-clause (d) and (e) of Clause 30 (ii) of the Standing Order. Sub-clause (d) of the above provision relates to providing subsistence allowance to the disputant workman during the period of suspension. No dispute is there in this regard where as sub-clause (e) provides that:

“If, after enquiry, an employee is adjudged guilty of the misconduct alleged against him or some other misconduct brought out in the course of the enquiry and punishment is awarded, the employee shall not be entitled to any remuneration for such period other than the subsistence allowance already paid to him. If a penalty other than dismissal or removal is imposed on him, the punishing authority shall by order decide as to how the period of suspension shall be treated. If however, he is found not guilty of the alleged misconduct or any other misconduct, he shall be reinstated in his post and shall be paid the difference between the subsistence allowance already paid and the emoluments which he would have received if he had not been suspended, the period of suspension being treated as duty.”

In the case at hand, when there was no enquiry in a separate departmental action for alleged involvement of the workman in a criminal offence of moral turpitude, it would be deemed that he was not held guilty of any misconduct for his alleged involvement in the criminal case. Sub-clause (h) mandates that provision of sub-clause (d) and (e) are to be complied with when an employee is suspended for his involvement in a criminal trial. Be that as it may, he is to be extended all financial and service benefits being treated to be on duty since it is the mandate of sub-clause (e) that if an employee is found not guilty, he shall be reinstated in his post and shall be paid the difference between the subsistence allowance already paid and the emoluments which he would have received if he had not been suspended.

Had he been found guilty in the trial Court and subsequently acquitted by the Appellate Court, the principle set out by the Hon'ble Apex Court would have been attracted. When the disputant is acquitted in the Criminal Court while being placed under suspension and no misconduct is proved against him in any separate departmental action, he is entitled to receive all service and financial benefits as provided in Clause 30 (ii) (e) of the certified Standing Order. Sub-clause (h) is also applicable subject to compliance of the provision of contained in sub-clause(d) and (e) of Clause 30 of the Certified Standing Order. Therefore, the contention and submission raised by the management employer has no force when no specific direction is found in sub-clause (h) that the employee is not entitled to service and financial benefits during the period of his trial in the criminal case. In the case at hand, there is no serious dispute that the disputant workman was given service and financial benefits from the date of his reinstatement and the reinstatement was made more than one year after his acquittal in the criminal case.

9. For the reasons and discussion made above, the management is directed to extend all service and financial benefits to the disputant workman with effect from the date of his suspension treating him to have been on duty. The Award be implemented within three months of the Gazette Notification as contemplated in Section 17 of the Act failing which the disputant workman is entitled to interest @ 6% (six percent) per annum on the financial benefit accrued to him from the date of the Award.

Accordingly the reference is answered and Award is passed.

Dictated and corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 31 जुलाई, 2020

का.आ. 654.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स के.एन. राम एण्ड कंपनी एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 9/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2020 को प्राप्त हुआ था।

[सं. एल-29015/20/2009-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 31st July, 2020

S.O. 654.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/2015) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. K.N. Ram & Co. and other, and their workman, which was received by the Central Government on 22.07.2020.

[No. L-29015/20/2009-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 9 OF 2015

Dated Bhubaneswar, the 27th April, 2020

Present: Shri B. C. Rath, Presiding Officer,
 CGIT-cum-Labour Court, Bhubaneswar

Between:

1. M/s. K.N.Ram & Co.
 At/po. Tonto, Via: Bhadrasahi,
 Dist. Keonjhar (Odisha).
2. M/s. Three Stars, Contractor,
 At/PO. Tonto, Via: Bhadrasahi,
 Dist. Keonjhar (Odisha)

...First party managements

And

The President,
 Barbil Workers Union, At/PO.
 Bolani, Dist. Keonjhar.

...Second party Union

Appearances:

Shri I. B. Mishra : For first party management No. 1

NONE : For first party management No. 2

Shri R. M. Latif : For second party Union

AWARD

The Government of India, Ministry of Labour have referred the industrial dispute for adjudication vide its Order No.L-29015/20/2009 – IR(M) dated 23.03.2015 in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (herein after referred to as ‘the Act’) and the terms of reference reads as follows:

“Whether the action of the Contractor, M/s. Three Star in terminating 90 workmen of Roida Iron Mines of M/s. K.N.Ram & Co. w.e.f. 2.9.2007 is lawful and justified ? If not, what relief the workmen are entitled to from the Contractor M/s. Three Star and or the Principal employer M/s. K. N. Ram & Co.?”

2. The Second party Union has filed its statement of claim pleading inter-alia that the workmen 90 in numbers (as per list attached with the reference letter) were directly employed and engaged in the establishment of the management No.1. They were working under direct supervision and control of the management No.1 from the month of October, 2005 till 2.9.2007 when they were refused employment by the said management. All the disputant workmen were in continuous service from their date of engagement to the date of retrenchment. They completed 240 days continuous service in a calendar year preceding to their retrenchment. It is further stand of the Union that although the workmen were employed by the management No.1 and they were working under the supervision of the said management, arrangement was made to pay their monthly wages through the contractor, management No.2. The documents in regard to such engagement and payment of wages through the management No.2 were sham and camouflage to avoid legal liabilities. The workmen were retrenched without notice as required under Section 25-N of the Act on a preplanned manner so as to enable the management to extract mining ore in mechanized manner by recruiting fresh workmen. As there was violation of provisions of the ID Act while disengaging the disputants, the retrenchment of the disputant workmen is unlawful and unjustified and the workmen are entitled to reinstatement with back wages and other service benefits since they are not gainfully employed after their retrenchment.

3. The management No.2 did not contest the claim even after being noticed by the Tribunal as a result of which, it has been set ex-parte. The management No.1 has resisted the claim contending that the second party union is not competent to raise the dispute and there is no such recognized union. The signatory to the statement

of claim is not authorized bearer of the union. The disputants were never appointed or engaged and they did not work under the direct control and supervision of the management No.1. The term of reference being specific as to the employer of the disputants, the management No. 1 should have not been arrayed or impleaded as a party to the reference. It has been pleaded that the management No. 1 is an Unit involved in mining activity and export of iron ores having its office at Barbil in the District of Keonjhar. It awarded a contract work to the licensed contractor, management No. 2 for raising and excavation of iron ores from its Iron Mines at Roida and the contract job was for one year. The said contractor, management No. 2 engaged his own labourers for excavation of iron ores. Since the lease period of the mines was expired in the month of August, 2007, the contract work given to the management No.2 came to an end on 31st August, 2007. The said management had engaged local persons/labourers on daily wage or piece rated basis for attending the day to day work in the mines of the management No. 1 depending on requirement. Such workers were in the muster roll of the said management. The management No.1 is no way connected with the engagement of such labourers and there was no employer and employee relationship between it and the disputants. As there was no relationship of master and servant between them, question does not arise on the part of the management No. 1 to retrench the disputants from service. False and frivolous claim has been raised in the statement of claim of the second party union. The statement of claim having no merit for consideration shall be rejected out rightly.

4. On the aforesaid pleadings of the parties, the following issues were settled for just adjudication of the dispute.

ISSUES

- (i) Is the reference maintainable in the eye of law ?
- (ii) Whether the relationship of employer and employee exists between the management No.1, M/s. K.N.Ram & Co. and the disputant workmen 90 in numbers or whether the disputants are the employees of the management No.2, contractor ?
- (iii) Whether the termination of service of 90 numbers of disputant workmen with effect from 2.9.2007 is lawful & justified ?
- (iv) If not, what relief the disputant workmen are entitled to ?

5. In order to establish their claim, the second party union has examined three witnesses including the President of Barbil Worker's Union as W.W.1 to W.W.3 and filed copy of the letter of the Ministry dated 20.2.2017 marked as Ext1 whereas, the management No.1 has examined its General Manager (HR & Liasoning) as M.W.1 and filed the documents like copies of work order issued to M/s. Three Stars, license in Form VI, letter dated 29.1.2007 of issue of license, letter dated 6.6.2008 for settlement of account, prior notice to the disputants, Form 'B' register of employees, Form 'X' register of wages, letter dated 18.7.2010 written by the disputants to the LEO, Barbil, letter dated 10.5.2010 of the Ministry for not considering this dispute fit for adjudication. Civil Suit No.30/2009 filed by the disputants, order passed by the ADJ, Champua passed in R.F.A. 9/2015, letter dated 22.1.2014 of Additional Registrar of Trade Union regarding cancellation of registration and letter dated 21.5.2018 regarding cancellation of registration by the Dy. Labour Commissioner, Rourkela marked as Ext. A to Ext. N to refute the claim.

FINDINGS

6. Relief of reinstatement of the disputant workmen with back wages is sought by the second party union on a plea that the disputants were employed or engaged by the management No.1 and they were working under direct control and supervision of the said management for more than 240 days continuously and uninterruptedly in a calendar year preceding to the alleged retrenchment on August, 2007. As per the settled principle of the Hon'ble Apex Court, the initial burden lies on the workmen to establish that they were appointed or engaged by the management No.1 and they worked continuously and uninterruptedly for 240 days in a calendar year preceding to their retrenchment. Burden also lies on the Union to establish the relationship of employer and employee in order to get any relief from the management No.1. In this regard, the second party union has to establish that (i) disputant workmen were under the pay roll of the management No.1 and (ii) they were working under direct control and supervision under the said management. It is also well settled that mere assertion in shape of sworn affidavit in the above aspect may not be sufficient to shift the burden to the management No.1 to counter/refute the claim of the second party union/workmen.

7. Coming to the evidence of the second party union, it is found that although three numbers of witnesses including the signatory to the statement of claim are examined by the Union, nothing substantial is found in their evidence to hold that the engagement of the disputants were made by the management No.1. The document relied upon by the disputant does not disclose anything to suggest that the disputants were appointed by the management No.1. On the other hand, the documents/papers filed by the management reveal that the management No.1 agreed to issue a work order to the management No.2, contractor, M/s. Three Stars for raising and excavating of iron ores at Roida Mines in certain terms and conditions. The labourers engaged for such excavation of iron ores are to be engaged by the said contractor. They were paid wages as well as other allowances including bonus by the said contractor, management No. 2. The contract was for a period of one year. It is apparent from the papers/documents submitted by the management No.1 that the labourers/workmen were given prior notice by the said contractor, management No. 2 and lease of Mines is going to expire on 2nd September, 2007 and accordingly the Mines would stop and the labourers will be paid all legal dues. The notices seem to have been issued by the management No.2 to the disputants. Thus, on close scrutiny of the evidence adduced by the second party union and documents filed by the management No.1, it is found that there is not a single scrap of paper on behalf of the second party union to establish that the disputants were ever employed or engaged by the management No.1 or they were paid wages by the said management or they worked under direct control and supervision of the said management. On the other hand, it is apparent from the documents filed by the management No.1 that a contract work was given to the management No.2 for raising and excavating of iron ores at Roida Mines and the contractor was to engage his own labourers on his own cost/expense.

8. That apart, the term of reference in this regard is also crystal clear whereby the Tribunal is to adjudicate if the action of the contractor, management No. 2 in terminating 90 workmen of Roida Iron Mines with effect from 2.9.2007 was lawful and justified. In that view of the matter, the Tribunal is not required to determine whether the terminated workmen were the employees of the contractor, management No. 2 or the employees of the management No. 1. In the above back drops, the pleading advanced in the statement of claim do not confer any right to the second party workman to raise a claim before the Tribunal to hold them to be the employees of the management No.1. When the engagement of the disputant workmen was not made by the management No.1 and it is established that the contract work for excavation and raising of iron ores was given to the contractor, management No. 2 till August, 2007, question does not arise on it's part to comply the requirement of Section 25-N of the Act. It was the contractor, management No.2 who is required to comply such requirement since he received the work order till August, 2007. Any lapses on it's part cannot make the principal employer, management No.1 liable. Apart from that, it cannot be over sighted that the copies of notices issued to the disputants by the management No. 2 were filed and on a mere reading of such notices, it is seen that the disputants were well informed about the expiry of lease of the Mines issued in favour of the management No. 1 for which they were informed about their retrenchment well ahead. No serious dispute has been raised by the Union on such notices. Having regard to the above facts and circumstances, the management No.1 cannot be made liable for non-compliance of requirement of Section 25-N of the Act. It is note worthy to mention here that the second party Union has not raised any allegation or claim against the contractor management No.2 in the statement of claim. When, no pleading and evidence as well as claim has been advanced against the management No. 2, contractor, I do not feel it just and appropriate to determine if the management No. 2 has committed any illegality or violation of the requirement of Section 25-N of the Act while retrenching the disputants. It is also emerging from the evidence and documents of the management No.1 that prior notice was issued by the contractor, management No. 2 to each of the disputant workmen before their retrenchment.

9. In the above back drops, it cannot be held that the action of the contractor, M/s. Three Star in terminating 90 workmen of Roida Iron Mines of M/s. K.N.Ram & Co. with effect from 2.9.2007 is unlawful and unjustified and the disputant workmen are not entitled to any relief from the said management as well as management No. 1.

Accordingly the reference is answered and award is passed.

Dictated and corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 31 जुलाई, 2020

का.आ. 655.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स स्टील अथॉरिटी ऑफ इण्डिया लिमिटेड (सेल) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 65/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2020 को प्राप्त हुआ था।

[सं. एल-29011/8/2012-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 31st July, 2020

S.O. 655.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2012) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Steel Authority of India Limited (SAIL), and their workman, which was received by the Central Government on 22.07.2020.

[No. L-29011/8/2012-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 65 OF 2012

Dated Bhubaneswar, the 21st February, 2020

Present: Shri B.C. Rath, Presiding Officer,
CGIT-cum-Labour Court, Bhubaneswar

Between:

1. The General Manager,
Eastern Region, SAIL House,
5th & 6th Floor, 50 LL Nehru Road,
Kolkata – 7000071.
2. The Branch Manager,
Branch Sales Office of SAIL Central
Marketing Organisation, F-10, Sector-2,
Rourkela – 769006, Dist. Sundargarh.

And

The Vice President Sundargarh Shramik Sangh,
Shramik Mandir Qrs. No. D/81, Sector-18,
Rourkela-769003, Dist. Sundargarh.

...First party management

...Second party Union

Appearances:

Sri Jagadananda Kar : For first party management
Sri Mahipal Bag : For Second party Union

AWARD

The Government of India, Ministry of Labour & Employment have referred the industrial dispute for adjudication vide its Order No. L-29011/8/2012-IR(M) dated 4.6.2012 in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (herein after referred to as 'the Act') and the terms of reference reads as Follows:

“Whether the demand of the Union to regularize 14 casual workmen (list enclosed) by the Central Marketing Organisation, SAIL at their Rourkela office is legal and justified and whether these workmen are entitled to get SAIL wages ? If so what benefit these workmen are entitled to ?”

2. The case of the second party Union as well as a group of workmen named in the reference is that the management No.1 has a branch office at Rourkela. The said branch office has no sanctioned post for Sweeper (Asthai Karmachari), Diary dispatch Clerk and sufficient numbers of Class IV posts. Hence, the Branch Manager of the office engaged/employed the disputed workmen for sweeping and cleaning of office rooms, for supplying of water, jobs of messenger, distribution of dak, Gardeners, Tea maker and for attending to other essential nature of jobs. The disputants are being paid wages by creating vouchers on different heads. It is the claim of the second party workmen/union that the disputants are working for last 12 to 30 years continuously and uninterruptedly on a monthly meager wages varying from Rs.700/- to Rs.3800/- depending upon the nature of work or job discharged by them. The disputants have no prescribed working hours for their duties and they are required to work 12 hours at times. There is no provision of casual leave, earned leave or medical leave for the disputants. No attendance register is also being maintained to mark attendance in their job. But, their attendance is marked on a plain paper sheet by the concerned officer on the basis of which, they were paid wages in the end of the month and thereafter such attendance sheet is destroyed. Since some of the disputants are required to go inside the prohibited area of the RSP for which identity card for private employees have been issued in favour of two of the disputed workmen. The workmen approached the management for regularization of their service and for equal pay for equal work keeping in view the wages paid to their counter parts in regular service. When their demand could not be fulfilled, they raised a dispute before the labour machinery. As the management did not accept their demand before the labour machinery and conciliation having been failed, the reference is made as stated earlier.

3. The management has resisted the claim taking a stand that the disputants were never engaged by the General manager or the Branch Manager or any authority of the SAIL. The management being a Central Government Public Sector Undertaking has its own recruitment rules for appointment of any staff in the establishment. There being no employment/engagement of the disputants by the management, question does not arise for payment of wages to the disputants. There is no employer and employee relationship between the management and the disputants and as such, no scope arises to regularize or to give employment to the disputants against any vacant or sanctioned post. It has also refuted all the pleadings of the disputants in regard to their engagement for cleaning and sweeping of the premises, Gardening, Tea making, dispatching dak etc. It has also denied payment of any wages to any of the disputants by drawing vouchers on other heads. It is also stand of the management that two of the disputants namely, Sri Purnamasi Choudhury and Sri Jagadish Prajapati are paid as contractor for doing certain electrical work. Hence, prayer is made by the management to reject the statement of claim of the disputants.

4. On the aforesaid pleadings of the parties, the following issues have been settled for adjudication of the dispute:

ISSUES

- (i) Whether the demand of the Union to regularize 14 casual casual workmen (list enclosed) by the Central Marketing Organization, SAIL at their Rourkela office is legal and justified ?
- (ii) Whether these workmen are entitled to get SAIL wages ?
- (iii) If so, what benefit these workmen are entitled to ?

5. Jagadish Prajapati, Purnmasi Choudhary, Smt. Bharati Singh, Smt. Lily Chaudhury, Smt. Jagrita Soreng, Smt. Bahalain Badaik and Smt. Mina@Reena Behera have been examined as W.W.1 to W.W.7 and filed documents like Xerox copies of note sheets showing drawl and payment of money on different dates, copies of the letter dispatch registers wherein entries have been made by the disputed workmen, copies of the cheques wherein entries have been made by the disputant workmen, copies of entry passes/gate passes by which disputant workmen were entering into the management premises for work on being issued in their favour, copies of receipts of medical cards in respect of officers of management, copies of railway receipts issued by the management, copies of the invoices issued by the management and copies of the despatch charts marked as Ext.1 to Ext.8 in support of the claim advanced in the statement of claim. On the other hand, the management has examined its Senior Manager (Personnel & Administration), SAIL, Eastern Region, Kolkata as M.W.1 and filed documents such as photo copies of letters dated 20.10.2010 on tender renewal certificate, photo copy of application for renewal of registration dated 30.10.2013, photo copies of the letters dated 28.10.2013 and 29.10.2013, photo copy of the letter dated 30.10.2013, photo copy of application for renewal dated 30.10.2013, photo copy of letter dated 30.10.2013, photo copy of renewal certificate letter dated 30.10.2013, photo copy of

the letter of Choudhury Electrical dated 30.10.2013, photo copies of quotations dated 20.12.2013 and 19.12.2014, photo copy of letter dated 20.12.2013, photo copy of letter dated 31.12.2013, photo copy of letter dated 31.12.2013 to Choudhury Electrical, photo copy of letter dated 15.12.2014, photo copy of letter dated 19.12.2014, photo copy of letter dated 31.12.2014, photo copy of letter dated 15.12.2015, photo copy of letter dated 29.12.2015, photo copy of letter dated 30.12.2015, photo copy of letter dated 19.11.2016, photo copy of letter dated 28.11.2016, photo copy of letter dated 30.11.2016, photo copy of letter dated 10.12.2018, photo copy of letter dated 30.12.2018, photo copy of letter dated 15.12.2018 with terms and conditions, photo copy of letter dated 15.12.2018, photo copy of letter dated 20.12.2018, photo copy of letter dated 20.12.2018 and the photo copy of letter dated 29.12.2018 marked as Ext.A to Ext.AG to refute the allegations raised in the statement of claim.

FINDING

6. All the issues are taken into consideration simultaneously for the sake of convenience as they are interlinked to each other.

7. The management has denied the existence of any relationship of employer and employee between the management and the second party workmen. As such, it would be just and appropriate to find out first if the disputant workmen are/were ever employed/engaged by the management for doing different or miscellaneous works like sweeping and cleaning, Gardening, despatching official letters etc. Admittedly, various nature of documents are produced by the management on being called for by the workmen. The voluminous documents including the identity card of two private persons namely disputant Sri Jagadish Suna and Sri Purnamasi Choudhury issued by RSP, vouchers relating to payment of various amounts on reimbursement towards work of cleaning and sweeping of office rooms, for work of surface maintenance at Warehouse and some other works are relied upon by the second party workmen and most of these documents are produced by the management at the instance of the workmen. Most of these documents reveal that either payment or reimbursement is made on various occasions/dates for the work of cleaning and sweeping, gardening, surface maintenance and some other works. Similarly copies of registers etc. reveal that they are being maintained by certain persons and the workmen in their oral testimony claim that they made the entries in these registers. There is nothing in these documents to suggest or to infer that the various registers and official records/papers were entered or maintained by the disputants. Similarly, the vouchers do not suggest or to lead any inference that the money drawn against the vouchers were paid or disbursed to the disputant workmen towards their wages for rendering different services to the management. None of the documents as called for and exhibited on behalf of the disputants are going to suggest directly or in any manner that the disputants were paid wages by way of reimbursement or adjustment against such vouchers produced and exhibited in the case. Therefore, except oral testimony and claim of the witnesses, no credible evidence in shape of documents are available in support of the claim of the second party workmen that they were serving in the office of the management being engaged by the Branch Manager of the office at Rourkela.

8. The second party workmen have mainly relied upon Ext.1 series numbering 505 in which various sanctioned and drawl are approved by the office of the management. Mere perusal of these papers reveal that office notes had been placed and approval of sanction and drawl of different amount on different occasions/dates were made to meet the expenditure on different counts. But, they do not suggest that the amounts sanctioned and drawn on different occasions were paid or disbursed to the disputant workmen towards their wages. Despatch registers and photo copies of SBI cheques of the office of the management at Rourkela are also exhibited and it has been claimed by the workmen that they were engaged to make entries in the despatch registers, to serve the dak and to make deposit of cheques being authorized by the officer of the management. Gate pass entries, issuance of letters and dak allegedly through the second party workmen and entries on despatch registers and other documents have been exhibited to claim that the disputants were discharging different nature of job/duty in the office at Rourkela being engaged by the management No.1. But, in their cross-examination some of the disputants who have been examined as W.W.1 to W.W.7 have admitted that they were not engaged or appointed against any sanctioned post. They had neither applied for any post nor any advertisement was made for the post/job in which they are engaged. It is admitted by them that the management has its own procedure/rules for appointment in its office. They had not faced any interview before their engagement. W.W.2 has admitted in his cross-examination that Exts.2 and 3 are not in their hand-writing. It is also elicited from cross-examination of workmen that gate passes issued in their favour do not reflect that they were engaged by the management. It is not also their case that their services are hired by the management through the contractor by virtue of an agreement which was sham and camouflage to avoid the liability of employer. Though they have claimed to have been engaged and working for 20 years in the office of the first party management, not a single scrap of document/paper disclosing or establishing the employer and employee relationship has been filed. Law is well settled that unless employer and employee relationship is established question of directing for regularization of service cannot be sustainable in the eye of law. It is also well settled

that relationship of employer and employee can be determined from the facts (i) who has employed the persons claiming to be employees of the employer, (ii) who makes the payment of wages/salary to such employees and (iii) under whose control and direction the employees work. But, the oral evidence so also the documents relied upon by the workmen is no way helpful so as to enable the Tribunal to conclude that relationship of employer and employee is existing between the parties. It is not safe or it can be concluded from the oral testimony of the workmen that the expenses reimbursed on different counts as exhibited under documents Ext.1 series were utilized to meet the wages of the workmen. When there is not a single scrap of document to show directly or indirectly that the management has employed/engaged the disputants for different works/jobs, it is difficult to accept the version of the disputants to say that the workmen were employed/engaged by the management. Even, the proposition advanced by the second party is accepted that they were doing different nature of job/work in the office of the management on oral/verbal direction of the officer, the same cannot make them employees of the management. The officers engaged them verbally is only answerable to the disputants since it was not the decision or approval of the management. It may be possible to meet the work-load or any urgency, the officers of the management might had taken help/assistance of the disputant workmen and had paid to them for service rendered by them. But, this fact does not establish the relationship of employer and employee between the parties.

9. On the other hand, it is the stand and evidence of the management that contractors are being hired for surface maintenance and other works of the management. Exts. A and B disclose that payment was made to two disputants towards electrical works. It is also orally stated by the M.W.1 that the contractors were paid for cleaning and sweeping the premises. Hence, it cannot be ruled out that the disputants may either be engaged by those contractors for the work entrusted to them. Thus, on the analysis made above it is to be held that the evidence of the disputant workmen is not sufficient, cogent and credible to establish the employer and employee relationship between the parties.

10. For argument sake, if it is accepted that the disputants are/were engaged by the management as casual or daily rated or temporary workers, such engagement do not confer any right on such casual daily wage for their appointment against any permanent and sanctioned post, since in the case between Secretary, State of Karnataka and Umadevi 2006 SCC (L&S) 753. the Hon'ble Supreme Court have held that no enforceable right has been conferred on temporary, contractual, casual, daily wage to claim for absorption or permanent employment against sanctioned post. The State has a legal duty to give equal opportunity to all eligible candidates. Further a daily wage/temporary employee is not under the scrutiny of eligibility criteria prescribed for different posts. In the State of M.P. and others V/s. Yogesh Chandra Dubey and others reported in (2006) 8 SCC 67, it has been held by the Hon'ble Supreme Court that if an employee is not appointed against a sanctioned post he is not entitled to any scale of pay. It is also well settled by the Hon'ble Apex Court that a daily wage even though discharging same duty like a counter part in regular service, he cannot ask for wages at par with the wages of the regular employee since a regular employee has higher responsibility than a daily wage. It is also settled by the Hon'ble Apex Court that the Courts and Tribunals shall be desisted from giving direction to the State to regularize or to make permanent of daily wage since such direction involves economic consideration and financial implication. There is no evidence on the part of the disputant workmen that they had requisite eligibility for their regularization when they were employed by the management. More over, when the disputant workmen fails to establish the relationship of employer and employee, the maintainability of the reference is also doubtful.

11. Having regard to the pleadings and evidence of the parties and facts and circumstances emerging from such evidence as analysed above, I am constrained to observe that the relationship of employer and employee is not established and as such the demand of the second party Union for regularization of services of the disputant workmen named in the list of reference cannot be held legal and justified so also, their demand for getting wages at par with the regular employees of the management.

The reference is answered and the Award is passed accordingly.

Dictated and corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 31 जुलाई, 2020

का.आ. 656.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स केंद्रीय भंडारण निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई के पंचाट (संदर्भ संख्या 10/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2020 को प्राप्त हुआ था।

[सं. एल-42011/10/2016-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 31st July, 2020

S.O. 656.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2017) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Central Warehousing Corporation, and their workman, which was received by the Central Government on 22.07.2020.

[No. L-42011/10/2016-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M. V. Deshpande, Presiding Officer

REFERENCE NO. CGIT-2/10 of 2017

EMPLOYERS IN RELATION TO THE MANAGEMENT OF M/S. CENTRAL WAREHOUSING CORPORATION

The Director (P),
M/s. Central Warehousing Corporation,
4/1, Siri Institutional Area, August Kranti Marg,
Hauz Khas, New Delhi – 110 016.

The Regional Manager,
M/s. Central Warehousing Corporation,
Sector – 20, Vashi,
Navi Mumbai – 400703.

AND

THEIR WORKMEN

The General Secretary,
CWC Workers Union (Maharashtra),
Central Warehouse, Sector – 20,
Near APMC Fruit Market, Vashi,
Navi Mumbai – 400703.

APPEARANCES:

FOR THE EMPLOYER	:	Mr. Umesh Nabar, Advocate
FOR THE WORKMEN	:	Mr. J. H. Sawant, Advocate

Mumbai, dated the 17th February, 2020

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-42011/10/2016-IR (M) dated 21.03.2016. The terms of reference given in the schedule are as follows :

“Whether the action of the corporate management of Central Warehousing Corporation in not accepting the transfer policy/ understanding arrived between the local management and CWC Workers Union during conciliation proceedings dated 30.01.2013 (copy enclosed) commits breach of understandings and at the same time signing of Memorandum of Settlement on 08.01.2016 (copy enclosed) before Regional Labour Commissioner (Central), Bhopal on the same lines, is justified ? If not, what relief the CWC Workers Union (Maharashtra) is entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices.

3. In view of pursis dated 17.02.2020 [Ex.14] the second party is not interested in pursuing the reference. Other side has no objection.

4. Hence reference is disposed of. Hence order.

ORDER

Reference is disposed of with no order as to costs.

Date: 17.02.2020

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 31 जुलाई, 2020

का.आ. 657.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 11/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2020 को प्राप्त हुआ था।

[सं. जेड-16025/4/2020-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 31st July, 2020

S.O. 657.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2014) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India, and their workman, which was received by the Central Government on 22.07.2020.

[No. Z-16025/4/2020-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 22ND JUNE, 2020**PRESENT** : JUSTICE SMT. RATNAKALA, Presiding Officer**ID 11/2014****I Party**

Sh. Chanabasayya,
S/o Shanbhayya Hiremath,
Behind Primary School,
Bairidevarkoppa,
Hubli – 580025.

II Party

1. Sr. Divisional Manager,
LIC of India, College Road,
Dharwad – 500001.
2. The Zonal Manager,
LIC of India, South Central zone,
“Jeevan Bhagya”, Saifabad
Hyderabad – 50063.
3. The Managing Director,
LIC of India, Central Office,
“Yogakshem” Jeevan Bhima Marg,
Mumbai – 400021.

Appearance

Advocate for I Party : Mr. D.S. Basutakar

Advocate for II Party : Mr. Vijayendra D. Joshi

AWARD

1. It is a petition filed by the former Development Officer of the LIC of India under Sec 2-A of the Industrial Dispute Act, 1947 who is terminated from service under Sub Rule 8 of Rule 6 read with rule 7 of LIC of India (Revision of certain terms and conditions of service). He had joined the service on 01.06.2009 and had completed his probationary period.

2. The 1st Party workman claims that, he was served a show cause notice dated 24.01.2013 by the Senior Divisional Manager of the 2nd Party that there are discrepancies in his appraisal, and he was called upon to explain the matter. The 1st Party gave his reply narrating the reasonable grounds for discrepancies in his performance. Second show cause notice dated 01.06.2013 was issued by the Zonal Manager of the 2nd Party, he gave his reply to the said notice also vide reply dated 04.07.2013. But without considering his reply they have issued a letter of termination of the service dated 29.07.2013 by the Zonal Manager of the 2nd Party. Aggrieved by the Termination Order, he preferred an Appeal before the Appellate Authority / 3rd Respondent, but the Appeal is rejected. Before terminating him from service, no Charge Sheet was issued and no Enquiry was ordered. The 2nd Party have violated their own provisions of service conditions; he is unemployed.

3. The claim is contested by the 2nd Party disputing the maintainability of this Petition before this Tribunal. The contention is, the Development Officer is appointed for promoting the products launched from time to time to cater the needs of the Public at large. The employees are covered under Staff Regulations 1960, which is modified from time to time; the Regulations for the post of Development Officers is Sub Rule 8 of Rule 6 read with Rule 7 of the Life Insurance Corporation of India Development Officer (Revision of certain terms and conditions of service) Rules 2009. All the Regulations are as per the guidelines of IRDA from time to time. He is not a workman as enumerated by Sec 2(s) of the Industrial Dispute Act. He has undergone exhaustive training and well experienced in administrative and physical field work. He was supplied all study materials during Training before assigning the job of Development Officer and was posted at Navalgund. He failed to prove his performance as per the prescribed norms of the Corporation; he was liable for Termination from the post w.e.f. 01.06.2010 on his commitment to fulfil the norms and conditions. The 2nd Party permitted to extend his probationary period for another period of 6 months on relaxed norms and as special case, his service was confirmed in the service of the Corporation in Clause-II. He has not exercised managerial and administrative skill to achieve the required project; under such circumstance his increment was curtailed.

All the factual reports were made known to him before curtailing the increment as per the Corporation norms and procedures. As per LIC of India Development Officer's (Revision of certain terms and conditions of

service) Rule 2009, he was to be under the prescribed cost ratio, his annual remuneration for the appraisal year ending on 30.11.2012 exceeds 38% of the eligible premium of the year; in the preceding year ending on 30.11.2011, it was 53.89% and the combined cost ratio for 2 years works out to 50.71%. As a consequence, he is liable to be terminated under Sub Rule 8 of Rule 6 read with Rule 7 of the LIC of India (Revision of certain terms and conditions of service). After issuing show cause notice and on the basis of reviewing of his performance and appraisal for the year 2011-2012 and in accordance with the provisions of Special Rules, 2009 issued by Ministry of Finance vide (Department of Financial services) New Delhi vide G.S.R. 818(E) dated 12.11.2009, he is terminated and his termination is justified.

4. On the basis of the rival pleadings following issues were framed:

- (i) *“Whether the 1st Party proves that he is a workman under Industrial Dispute Act, 1947?”*
- (ii) *Whether Termination Order issued to 1st Party by 2nd Party is justified?*
- (iii) *Whether 1st Party is entitled to get reinstated with back wages, continuity of service and legal/lawful benefits?*
- (iv) *To what relief the workman is entitled for?”*

5. Both parties adduced respective oral and documentary evidence. Documents Ex W-1 to Ex W-11 and Ex M-1 are marked.

The cross examination of the 1st Party workman /WW-1 was limited to the jurisdiction issue, under the order of this Tribunal dated 12.04.2017.

6. The finding to the first issue decides the fate of the claim, in the event he is found to be a workman as defined by Sec 2(s) of the Industrial Dispute Act, it goes without saying that his removal from service without holding Domestic Enquiry into the charges / without following the mandatory procedure contemplated by Sec 25-F of the Industrial Dispute Act is illegal, that follows the relief by way of Award in his favour.

7. Though, so much is stated by him in his affidavit evidence with regard to the nature of the work he has rendered as a Workman though designated as a Development Officer, the Law on the point is already set at naught by the Apex Court. Any amount of oral evidence is of no avail except the binding statue which covers his service conditions.

8. In support of his case that, he is a workman under the Industrial Dispute Act, he has referred as many as 7 Authorities. To sieve the relevant Authority:

- (1) 2016 LAB I.C. (NOC) 353 (MAD) – it was an Industrial adjudication challenged by the Development Officer of Life Insurance Corporation and the Writ Petition was allowed directing his Employer / Life Insurance Corporation to reinstate him with full back wages and continuity of service. This Judgment is by a learned Single Judge of the Hon'ble High Court, though it was contented for the Corporation that Writ Petitioner being ‘a Supervisory Officer under the Agent is not a workman under the Industrial Dispute Act’. The Hon'ble High Court did not record its finding on the said contention. The Writ Petition was allowed in favour of the Writ Petitioner on other contentious issues.
- (2) ILR 2004 KAR 4748 in the matter of The Senior Divisional Manager LIC of India, Bangalore vs. the Vice President LIC Employees’ Union and another – this Judgment also did not directly tackle as to whether a Development Officer of LIC is or not a workman under the Industrial Dispute Act. The employee whose dispute was adjudicated by the Labour Court was a Building Supervisor of the Corporation.

Hence, the above Judgments are of no avail to the 1st Party workman.

- (3) AIR 1994 SC 1343 in the matter of M. Venugopal vs. The Divisional Manager LIC of India and others - the Appellant was a Development Officer of the LIC who during the extended period of his probation was terminated from service; it was not an Industrial adjudication. The aggrieved employee directly approached the Hon'ble High Court and then was before the Apex Court. The larger Bench of the Apex Court rejected the Appeal. The question of law dealt was, the overriding effect of the regulations framed under Sec 48(2) (cc) over the provisions of Industrial Dispute Act. It was held that, the Termination of the employee does not amount to retrenchment within the meaning of Sec 2(oo) of Industrial Dispute Act and is in accordance with the Life Insurance Corporation of India (Staff) Regulations (1960) Regulation 14.

“14. The amendments introduced in S. 48 of the Corporation Act have clearly excluded the provisions of the Industrial Dispute Act, so far they are in conflict with the rules framed under S. 48(2)(cc). The result whereof will be that termination of the service of the appellant shall not be deemed to be a “retrenchment” within the meaning of S. 2(oo), even if sub-sec. (bb) had not been introduced in the said section. Once S. 2(oo) is not attracted, there is no question of application of S. 25-F on basis of which the termination of the service of the appellant during the period of probation is in terms of the order of appointment read with Regulation 14 of the Regulations, which shall be deemed to be now Rules u/s. 48(2)(cc) of the Corporation Act.”

Unfortunately, for the 1st Party this judgment supports the 2nd Party.

- (4) Unreported Judgment of the Apex Court in Civil Appeal No. 4220/2015 DD 06.05.2015 in the matter of K.S. Ravindran vs Branch Manager, New India Assurance Company Limited – the aggrieved employee was an Inspector of Assurance Company who was appointed as Inspector Grade-I, his appointment was governed by Development Staff Scheme 1976 and General Insurance (Conduct, Discipline and Appeal) Rules 1975.

Not only the employers in the above two matters were different Corporations governed by different Act and Regulations, the designation of the aggrieved employees therein was also different. The judgment of K.S. Ravindran (supra) is by a Bench of two Hon'ble Judges and the judgment of M. Venugopal (supra) was delivered by a larger Bench and the legal question resolved is directly applicable to the case on hand. Thus, the 1st Party cannot get the benefit of the judgment of K.S. Ravindran (supra).

- (5) The next judgment relied by him Marwari Balika Vidyalaya vs. Asha Srivastava and others reported in Civil Appeal No. 9166/2013 DD 14.02.2019 - pertains to an Assistant Teacher of an Education Institution and have no semblance to the legal question we are dealing now.
- (6) The next Judgment relied by him is W.P 17973/2014 (S-RES) DD 21.11.2014 in the matter of Sh. Kalappa M Sankad vs. Union of India - the Writ Petition was allowed in part by the Hon'ble High Court and was not disturbed by the Apex Court in the Appeal however with some modification, as such it was not an Industrial Adjudication. The Writ Petitioner who was appointed as a Development Officer of LIC was terminated under Sub Rule 9(b) of Rule 6 read with Rule 7 of LIC of India Development Officer's (Revision of certain terms and conditions of service) Rules, 2009. The lis before the Hon'ble High Court was whether the Life Insurance Corporation of India Development Officer's (Revision of certain terms and conditions of service) Rules 2009 is inapplicable to the Petitioner and he be governed by the provisions of the Life Insurance Corporation of India Development Officer's (Revision of certain terms and conditions of service) Rules 1989. Thus, application of the provisions of Industrial Dispute act to the Development Officer of Life Insurance Corporation was not at all the question adjudicated by the Hon'ble High Court and the Apex Court.

9. Per contra, 2nd Party have come with the Judgment of LAWS (SC) 2015 3 126, DD 11.03.2015, in the matter of Chauharya Tripathi and others vs. LIC of India and others – in the said case minor punishment imposed on the Development Officer of the LIC was referred for adjudication to the Central Government Industrial Tribunal by the State Government for adjudication. The LIC took the contention that proceedings before the CGIT is not maintainable as the Development Officers could not be put in the compartment of workman under the Act, but the Tribunal negated the said plea of maintainability and answered the issues in favour of the Development Officers. The Hon'ble High Court of Allahabad in the light of the judgment of the Apex Court in Mukesh K. Tripathi vs. Senior Divisional Manager, LIC and others reported in (2004) 8 SCC 387 held that, Development Officers were not workmen and therefore the Tribunal has no jurisdiction to entertain the lis.

Subsequently, a review petition was filed by the Writ Petitioners citing a subsequent pronouncement of the Apex Court in Life Insurance Corporation of India vs. R. Suresh reported in (2008) 11 SCC 319, the Hon'ble High Court declined to entertain the Review Petition. Aggrieved employees appealed before the Apex Court. The Apex Court made a survey of the Authorities so far pronounced by it pertaining to the Development Officers working in LIC and concluded that *“...the Development Officers working in LIC are not workman under Sec 2(s) of the Act....”*

10. That being the position of Law any amount of evidence adduced by the 1st Party that he has actually worked as a workman as defined by Sec 2(s) of the Industrial Dispute Act will not gain any credence. The petition filed is not maintainable before this Tribunal.

AWARD

The Petition filed by Sh. Chanabasayya S/o Shanbhayya Hiremath is dismissed as not maintainable.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 22nd June, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 31 जुलाई, 2020

का.आ. 658.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एच आर गाविअप्पा एंड कंपनी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 20/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2020 को प्राप्त हुआ था।

[सं. एल-29012/16/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 31st July, 2020

S.O. 658.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2015) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. H. R. Gaviappa & Co., and their workman, which was received by the Central Government on 22.07.2020.

[No. L-29012/16/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 13th MARCH 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

C R No. 20/2015

I Party

Sh. S Maqbool,
S/o late S Abdul Sattar,
R/o Door No. 10(2), Pakali Masjid Street, C B
Bellary,
BELLARY – 583 202.

II Party

The Managing Director,
M/s. H R Gaviappa & Co.,
Mine Owner and Exporter, R/o 3rd Floor, HRC
Complex, HRC Circle, BELLARY – 583 201.

Appearances :

I Party : Sh. K. B. Tejesh, Advocate

II Party : Sh. H. Anjana Murthy, Advocate

1. The Government of India, Ministry of Labour vide order No. L-29012/16/2015-IR(M) dated 04.06.2015 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section

10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the action of the management of M/s. H R Gaviappa & Co. in denying the terminal benefit of Sri S.Maqbool S/o Late S. Abdul Sattarproper, legal and justified? If not, to what relief to the said workman is entitled to?”

2. The 1st Party workman claims that he is the former employee of the 2nd Party; he joined the 2nd Party as its Accountant on 05.02.2007 and worked upto 11.01.2013; he has served continuously and was paid salary upto October 2012; he was forced to leave the job but without terminal benefits.

3. 2nd Party has appeared through its counsel and sought time to file counter statement. On the hearing date of 12.03.2020 both parties filed a Joint Memo which reads thus :

- “(1) As the Complainant and Respondent have amicably settled the dispute with mutual consent to both the parties.
- (2) It is submitted that, the Complainant has seeking for the relief gratuity amount and other payments of Rs. 3,23,845/- filed against the Respondent/2nd Party herein and for such other consequential reliefs. It is further submitted as per the prayer as sought for by the Complainant, the complainant and Respondent have mutually agreed to settle the dispute for a sum of Rs. 2,00,000/- (Rs. Two Lakhs only) as full and final settlement and the Respondent/2nd Party has agreed to pay the same by way of demand draft bearing No. 775690, Dated 06.03.2020, drawn on State Bank of India, Bellary Branch, Bellary, issued in favour of the Complainant/1st Party viz., Mr. Maqbool.
- (3) It is submitted that, the Complainant hereby agreed and undertake to receive the said full and final settlement amount of Rs. 2,00,000/- from the Respondent and the Complainant has agreed to withdraw the above dispute with full consent without any force, undue influence or misrepresentation.
- (4) It is further submitted that the Complainant hereby agreed and undertakes that not to claim against the Respondent/2nd Party herein in future in any manner whatsoever.
- (5) Both the parties have understood the contents of this joint memo with their fully consent.”

4. 1st Party workman reported receipt of Demand Draft of Rs. 2,00,000.00 drawn on State Bank of India, Ballari Branch towards full settlement of all his claim against the 2nd Party. The eventuality is, there is no industrial dispute between the parties which needs to be adjudicated. Hence,

AWARD

The Reference is Rejected since the dispute is settled.

(Dictated to U D C, transcribed by him, corrected and signed by me on 13th March 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 31 जुलाई, 2020

का.आ. 659.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एसवीएम नेट प्रोजेक्ट सॉल्यूशंस प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 33/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.07.2020 को प्राप्त हुआ था।

[सं. एल-26011/2/2009-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 31st July, 2020

S.O. 659.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2009) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. SVM Net Project Solutions Pvt. Ltd., and their workman, which was received by the Central Government on 22.07.2020.

[No. L-26011/2/2009-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 12TH MARCH 2020**PRESENT** : JUSTICE SMT.RATNAKALA, Presiding Officer**CR 33/2009****I Party**

Sh. A.R.M. Ismail,
General Secretary,
Iron Ore Labour Union,
Saptgiri Complex,
KC Road,
Bellary - 583 202
Karnataka.

II Party

The M/s. SVM/NETT Project
Solutions Pvt. Ltd.,
C-29, Industrial Estate,
Dam Road,
Hospet - 583 202
Karnataka.

Appearance

Advocate for I Party : Mr. Muralidhara

Advocate for II Party : Mr. T. Rukmangadachar

AWARD

The Central Government vide Order No. L-26011/2/2009-IR(M) dated 07.07.2009 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of management of M/s. SVM Net Project Solution (P) Ltd., Hospet in terminating the services of three worker viz Sh. K. Govindappa S/o K. Gurupadappa, Sh. P. Nabi S/o Peeran Sab and Sh. B. Thayappa S/o Bheemppa is justified? To what relief the workmen are entitled?”

1. The Union has espoused the cause of three workmen whose services is dispensed by the 2nd Party Management. The claim is, the 1st Party workmen along with others were engaged by the 2nd Party to work at Jambunathanahalli Iron Ore Mines, Hospet. The 2nd Party raises contracts with several Mining Establishments; when the work at Jambunathanahalli Iron Ore Mines got reduced due to certain technical problems, 2nd Party deployed the workmen to other Mines where they had contract of executing Mines work, excepting concerned 3 workmen, their services are terminated without issuing notice and without following provisions of Industrial Dispute Act, 1947. The 1st Party Union raised Industrial Dispute on their behalf before the Regional Labour Commissioner, Bellary Region. During the Conciliation proceedings 2nd Party contended that they have not terminated their service and agreed to take them back to work and issued separate communications directing them to report for work. But said commitment was not complied by them; when approached 2nd Party informed them that after taking the decision as to where they have to be deployed the matter will be communicated, but no such communication was received. The workmen approached the 2nd Party on 05.03.2007 but there was no positive response, hence they requested the Union to take up their case. The action of the 2nd Party in terminating the services of the three concerned workmen w.e.f 12.05.2006 is unjust, arbitrary and illegal. They

are not given notice and notice pay and statutory compensation as per the provisions of the Industrial Dispute Act.

2. The counter to the claim is,

During fortnight of May 2006, owing to certain administrative and technical problems Mining at Jambunatha Hills Iron came to a grinding halt, they directed the 1st Party to work at Chikkanayakanahalli Mines as an alternative arrangement, but the workmen refused to go to Chikkanayakanahalli Mines. They have abandoned the work, the 2nd Party has not issued appointment order to the 1st Party, the contents of the schedule are baseless. They did not join the duty with the 2nd Party, but were demanding payment even before resuming the work, which was not acceptable to the 2nd Party, hence the proceedings failed. They are gainfully employed elsewhere.

3. Both Parties have adduced their respective evidence.

4. The witness examined for the 2nd Party is their Senior Accounts Manager / MW-1 who reiterated the counter statement averments; during his cross examination it emerged that no communication was sent to the workmen as agreed in the Conciliation. His explanation was, since they appeared in the Hospet Office on 01.02.2007 and were directed to go to Chikkanayakanahalli for which they were not agreeable; it was his voluntary statement that they were asked to sit in Hospet Office and wages will be paid to them for which also they were not agreeable. He admits that the workmen approached the Managing Director of the Establishment on 05.03.2007 with a request to post them as per Conciliation Settlement.

5. During their rebuttal evidence the 1st Party workmen reiterated their claim and further stated that since the 2nd Party did not issue communication as per the Settlement arrived before the Regional Labour Commissioner, all the three of them approached the 2nd Party at their office at Hospet on 26.01.2007, on that day they were informed that a letter will be sent to them, since they did not receive any letter until 05.03.2007, they again went to the office at Hospet but the Officials over there did not respond.

6. There is no dispute about the identity of the 1st Party workmen, though they are not issued Appointment Order, Pay Slip or Identity Card.

7. In the Petition / Ex W-1 submitted to the Regional Labour Commissioner the Union had alleged that while the work at Jambunathanahalli Mines got reduced, rest of the workmen were accommodated in other Projects under the same Management but these three workmen were thrown out of employment in a most vindictive manner.

In their reply to the Petition vide Ex M-2 the 2nd Party had stated that they have not terminated their service instead directed them to work in other place than JIOM Mines; workmen did not agree for the same and left the service on their own. If they are willing, the Management is prepared to induct them into service from the day, they joined the duty.

8. However, the Conciliation concluded in the Settlement vide Ex M-8 dated 19.01.2007, the relevant lines from the Settlement are

“.....the Management has agreed to take back into service to Sh. K. Govindappa S/o K Gurupadhappa with immediate effect and also agreed to pay 3 months wages to him.

...the Management hereby agrees to issue separate communication directing the workman to report for work.

Both the parties have also agreed that the Settlement will be implemented within one month of signing the settlement and they will intimate the implementation of this settlement within one month from the date of signing of this settlement, failing which it will be presumed that the said settlement is fully implemented.”

9. Vide their letter dated 17.02.2007 / Ex M-9 the 2nd Party have reported to the RLC that the workmen K. Govindappa, P. Nabi Sab and B. Thayappa have not joined duty. By the said letter it can be conveniently inferred that they had accepted the settlement at Ex M-8 entered into in respect of Sh. K. Govindappa, P. Nabi Sab and B. Thayappa also.

Show cause notice was issued vide Ex M-10 dated 23.08.2007 by the RLC to the 2nd Party to show cause why legal action should not be instituted if the settlement is not implemented on or before 13.09.2007.

10. In the reply vide Ex M-11 dated 10.09.2007 the 2nd Party explained their stand that in the Conciliation proceedings workmen had agreed that they would be reporting to duty by 1st February 2007. Accordingly, only once they approached the Management and were directed to join the duty at Chikkanayakanahalli, as there is no work at Hospet. Even to this day they are ready to take them for work at the Branches where there is sufficient work. The workmen have flatly refused etc.

11. There was another round of conciliation and the parties did not come to consensus; the RLC submitted his failure Report vide Ex M-16 dated 18.02.2009.

12. Ex M-23 is the Photostat copy of the letter addressed to the Hospet Steels Ltd., Ginigera, (who is the sub lessee from Mysore Minerals) that their bills towards Idle charges pertaining to May and June 2005 are still pending; their Machinery at JIOM was Idled for non-providing work. Ex M-24 is a reminder dated 13.06.2006 to the Hospet Steels Limited seeking permission to lift the machinery from the site in view of no work with an assurance that same machinery will be deployed on hearing from the addressee.

Ex M-25 dated 23.05.2006 is another reminder for compensation of idle time.

13. But the 1st Party out rightly rejected the contention of the 2nd Party that the mining work completely closed at Jambunathanahalli in the year 2006. However, it is their own complaint to RLC at Ex W-1 that the work got reduced due to technical problem with M/s Hospet Steels Ginigera to whom sub lease was given by main leaseholder M/s. Mysore Mineral Limited.

14. MW-1 in his affidavit evidence has stated that, 2nd Party is a raising contractor of Iron Ore and their Principals are Mukund Steels situated at Ginigera having their Mining Head at Jambunathana Iron Ore Mines, Hospet; 2nd Party has contractual obligations with said Mukund Steels to Mine ore and the contractual obligation is renewable every three years once. The Hon'ble Supreme Court of India has banned Mining Operations in the entire Bellary District, very recently in Chitradurga and Tumkur District also; as a result Mining Operation have come to a grinding halt.

15. The said contention is not met by the 1st Party in their rebuttal evidence. It probabalises that 2nd Party has no independent existence without the sub-lessee Mukund Steels, Ginigera. When it is expressed that the Mining activity has come to a standstill, awarding reinstatement may be a futile exercise. From the evidence now it is clear that the workmen were refused employment w.e.f. 12.05.2006. By then each of them had worked for around 2 years. There was no brevity of contract between the parties to provide work at Jambunathanahalli Iron Ore Mines only. Since, the existence of the 2nd Party is dependent upon the work taken up by them under the contract with the sub-lessees of Mysore Minerals, it cannot be expected that they have to provide work to the 1st Party workmen in the said Mining area only. By their own conduct they have admitted the identity of the workmen and also their willingness to take back the workmen to the employment. Whether by inadvertence or otherwise there was no clause in the Settlement as to which place the 1st Party workmen were to report.

16. Though so much is said by both the parties against each other, things remain that the settlement Ex M-8 dated 19.01.2007 is not acted upon. Though it was contended that the workmen are daily wagers and they abandoned their work on their own, the settlement at Ex M-8 gives the clue that they have worked continuously for 2 years and their service was dispensed without following the mandatory provisions of Sec 25-F of 'the Act', on the Mining work coming to an end at Jambunathanahalli Mines because of the situation beyond the reach of the 2nd Party. Hence, the action of the Management is not justified. Having regard to the time and energy spent so far by the Union to bring a logical end to the dispute and also the depreciation in the money value from then to this date, I hold the 2nd Party shall pay compensation of Rs. 20,000/- to each of the 1st Party workmen that would serve the ends of justice being met.

AWARD

The reference is accepted.

The 2nd Party / M/s SVM Net Project Solution (P) Ltd., is directed to pay Rs. 20,000/- to each of the 1st Party workmen Sh. K. Govindappa S/o K. Gurupadappa, Sh. P. Nabi Sab S/o Peeran Sab and Sh. B. Thayappa S/o Bheemappa within 30 days from the date of publication of the Award in the Official Gazette, failing which the amount shall carry future interest at 6% per annum.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 12th March, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 5 अगस्त, 2020

का.आ. 660.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारतीय विमानपत्तन प्राधिकरण के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 127/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.08.2020 को प्राप्त हुआ था।

[सं. एल-11011/3/2014-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 5th August, 2020

S.O. 660.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 127/2014) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Airports Authority of India, and their workman, which was received by the Central Government on 04.08.2020.

[No. L-11011/3/2014-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 18th day of February, 2020

INDUSTRIAL DISPUTE No. 127/2014

Between:

The General Secretary,
India Airports of Kamgar Union,
T-22/1, Airport Colony,
Begumpet, Hyderabad -016.

...Petitioner/Union

AND

1. The Chairman,
Airports Authority of India,
Rajiv Gandhi Bhavan,
Safdarjung, New Delhi – 100 003.

2. The Regional Executive Director,
Airports Authority of India,
Southern Regions, ATS Complex,
Chennai Airport,
Chennai -27.

3. The Airport Director,
Airports Authority of India,
Hyderabad Airport,
Begumpet, Hyderabad – 500 018.

...Respondents

Appearances:

For the Petitioner : Representative

For the Respondent : Representative

AWARD

The Government of India, Ministry of Labour by its order No. L-11011/3/2014-IR(M) dated 9.7.2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Airports Authority of India and their workmen. The reference is,

SCHEDULE

“Whether the action of the Management of the Airports Authority of India by reduction of sanctioned strength (Fire Services) at Hyderabad Airport, Begumpet which is in contravention to existing standing CHQ Establishment Order No.A11013/10/2001-MPC dated 28.3.2002 without notice of change to the workmen is legal and justified? If not, what relief the workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No. 127/2014 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement and documents by the Petitioner Union.

3. In spite of repeated calls, the representative of the Petitioner Union did not turn up. Several opportunities have been given to the Petitioner Union to attend the court to prosecute their case. But the Petitioner Union failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner Union has already been settled and the Petitioner Union has nothing to raise any claim against the Respondents. Hence, the case of the Petitioner Union is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 18th day of February, 2020.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 5 अगस्त, 2020

का.आ. 661.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 45/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.08.2020 को प्राप्त हुआ था।

[सं. एल-17012/27/2013-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 5th August, 2020

S.O. 661.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/2014) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India, and their workman, which was received by the Central Government on 04.08.2020.

[No. L-17012/27/2013-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 24th day of February, 2020

INDUSTRIAL DISPUTE No. 45/2014

Between:

Sri Kakani Tirupalu,
S/o Adaiah,
D.No. 6-77,
Udijerla (P.O.)
Ipur (M), Guntur Dist.

...Petitioner

AND

1. The Sr. Divisional Manager,
Life Insurance Corporation of India,
Divisional Office, Kennedy Road,
Machilipatnam (A.P.)
2. The Branch Manager,
LIC of India,
Vinukonda Branch, Vinukonda,
Guntur Dist. (A.P)

...Respondents

Appearances:

For the Petitioner : None

For the Respondent : Representative

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/27/2013-IR(M) dated 4.3.2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Life Insurance Corporation of India and their workman. The reference is,

SCHEDULE

“Whether the removal from service of Shri Kakani Tirupalu, Ex-Temp. Class IV, LIC of India, Vinukonda Branch w.e.f. 22.1.2013 is legal and justified? If not, what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 45/2014 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement and documents by the Petitioner.
3. In spite of repeated calls, the Petitioner did not turn up. Notices have been served on the Petitioner Workman, but it returned undelivered. This is a case of the year 2014, the Petitioner workman failed to attend this Tribunal, nor taking any steps to pursue his grievances. It is not proper to linger the case to any further date awaiting the appearance of the Petitioner workman. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 24th day of February, 2020.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 5 अगस्त, 2020

का.आ. 662.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 132/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.08.2020 को प्राप्त हुआ था।

[सं. एल-17012/65/2014-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 5th August, 2020

S.O. 662.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 132/2014) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India, and their workman, which was received by the Central Government on 04.08.2020.

[No. L-17012/65/2014-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 18th day of February, 2020

INDUSTRIAL DISPUTE No. 132/2014

Between:

Sri T. Venkateswara Rao,
C/o T. Simhadri, Ponduru (R.S.)
Ponduru (Mandal), Laddam (Post),
Srikakulam Dist.

...Petitioner

AND

The Manager (E & OS),
Life Insurance Corporation of India,
Divisional Office, PB No. 411,
Jeevan Bima Road,
Jeevan Prakash, Visakhapatnam – 530 004.

...Respondent

Appearances:

For the Petitioner : None

For the Respondent : Representative

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/65//2014-IR(M) dated 8.8.2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Life Insurance Corporation of India and their workman. The reference is,

SCHEDULE

“Whether the action of the Management of the Life Insurance Corporation of India, Divisional Office, Visakhapatnam in terminating the services of Sri T. Venkateswara Rao, Ex- Substaff w.e.f. 24.1.2013 is legal and justified? If not, to what relief the workman concerned is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 132/2014 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement and documents by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has nothing to raise any claim against the Respondent. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 18th day of February, 2020.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 5 अगस्त, 2020

का.आ. 663.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 145/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.08.2020 को प्राप्त हुआ था।

[सं. एल-17012/79/2014-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 5th August, 2020

S.O. 663.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 145/2014) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India, and their workman, which was received by the Central Government on 04.08.2020.

[No. L-17012/79/2014-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 18th day of February, 2020

INDUSTRIAL DISPUTE No. 145/2014

Between:

Sri N. Gurunadh,
D.No.10/12/29/2,
New Pithani Dibba,
Old Jail Road Down,
Visakhapatnam.

...Petitioner

AND

The Manager (E & OS),
Life Insurance Corporation of India,
Divisional Office, PB No. 411,
Jeevan Bima Road,
Jeevan Prakash, Visakhapatnam – 530 004.

...Respondent

Appearances:

For the Petitioner : None

For the Respondent : Representative

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/79//2014-IR(M) dated 16.7.2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Life Insurance Corporation of India and their workman. The reference is,

SCHEDULE

“Whether the action of the Management of the Life Insurance Corporation of India, Divisional Office, Visakhapatnam in terminating the services of Sri N. Gurunadh, Ex-Temp. Substaff w.e.f. 24.1.2013 is legal and justified? If not, to what relief the workman concerned is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 145/2014 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement and documents by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has nothing to raise any claim against the Respondent. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 18th day of February, 2020.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 5 अगस्त, 2020

का.आ. 664.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 151/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.08.2020 को प्राप्त हुआ था।

[सं. एल-17012/86/2014-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 5th August, 2020

S.O. 664.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 151/2014) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India, and their workman, which was received by the Central Government on 04.08.2020.

[No. L-17012/86/2014-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

Present: Sri Muralidhar Pradhan, Presiding Officer
Dated the 18th day of February, 2020

INDUSTRIAL DISPUTE No. 151/2014**Between:**

Sri K.R.K. Kousik,
D.No.8-118, Plot No.327,
Sai Soudha Nagar-II, Gollavillivanipalem,
Sujatha Nagar, Pendurthi(M),
Visakhapatnam -530051.

...Petitioner

AND

The Manager (E & OS),
Life Insurance Corporation of India,
Divisional Office, PB No.411,
Jeevan Bima Road,
Jeevan Prakash, Visakhapatnam – 530 004.

...Respondent

Appearances:

For the Petitioner : Sri N. Venkateswara Rao, Advocate

For the Respondent : Smt. Tehara, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/86/2014-IR(M) dated 17.7.2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Life Insurance Corporation of India and their workman. The reference is,

SCHEDULE

“Whether the action of the Management of the Life Insurance Corporation of India, Divisional Office, Visakhapatnam in terminating the services of Sri K.R.K. Kousik, Ex-Temp. Substaff w.e.f. 24.1.2013 is legal and justified? If not, to what relief the workman concerned is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 151/2014 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement and documents by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has nothing to raise any claim against the Respondent. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 18th day of February, 2020.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 5 अगस्त, 2020

का.आ. 665.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 62/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.08.2020 को प्राप्त हुआ था।

[सं. एल-17012/11/2015-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 5th August, 2020

S.O. 665.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2015) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India, and their workman, which was received by the Central Government on 04.08.2020.

[No. L-17012/11/2015-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

Present: Sri Muralidhar Pradhan, Presiding Officer

Dated the 24th day of February, 2020

INDUSTRIAL DISPUTE No. 62/2015

Between:

Sri K. Venkatesh,
S/o K. Mohan Rao,
D.No.15-725, Lakshminagar,
Sector-4, Arilova Colony,
Visakhapatnam -530040.

...Petitioner

AND

The Manager (E & OS),
Life Insurance Corporation of India,
Divisional Office, PB No.411,
Jeevan Bima Road,
Jeevan Prakash, Visakhapatnam – 530 004.

...Respondent

Appearances:

For the Petitioner : Representative

For the Respondent : Representative

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/11//2015-IR(M) dated 19.6.2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Life Insurance Corporation of India and their workman. The reference is,

SCHEDULE

“Whether the action of the Management of the Life Insurance Corporation of India, Divisional Office, Visakhapatnam in terminating the services of Sri K. Venkatesh, Ex-Temp. Substaff LIC of India w.e.f.1.2.2013 is legal and justified? If not, to what relief the applicant is entitled?”

The reference is numbered in this Tribunal as I.D. No. 62/2015 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement and documents by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has nothing to raise any claim against the Respondent. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

24th Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the day of February, 2020.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 5 अगस्त, 2020

का.आ. 666.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आन्ध्र सीमेंट्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 28/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.08.2020 को प्राप्त हुआ था।

[सं. एल-29012/17/2016-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 5th August, 2020

S.O. 666.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2016) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Andhra Cements Limited, and their workman, which was received by the Central Government on 04.08.2020.

[No. L-29012/17/2016-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Sri Muralidhar Pradhan, Presiding Officer

Dated the 24th day of February, 2020

INDUSTRIAL DISPUTE No. 28/2016

Between:

Sri Guri Yerri Naidu,
S/o Demudu,
Village – Mogilipuram,
Mandal-Sabbavaram,
District: Visakhapatnam

...Petitioner

AND

The Senior Vice President & Plant Head,
Andhra Cements Limited, Jaypee Group,
Visakha Cement Works, Porlupalem (Village),
Post – Durganagar, Visakhapatnam (A.P.) – 530 029.

...Respondent

Appearances:

For the Petitioner : Party in Person

For the Respondent : M/s. Saibaba & Srinivas, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-29012/17/2016-IR(M) dated 29.3.2016 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Limited and their workman. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works, Jaypee Group of Company in not considering Sri Guri Yerri Naidu, S/o Demudu workman in services or else in not paying legal/terminal benefits for the past services rendered to Andhra Cement Company, Visakhapatnam is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 28/2016 and notices were issued to the parties concerned.

2. The case stands posted for filing of claim statement by the Petitioner.

3. In spite of repeated calls, the Petitioner did not turn up. Several opportunities have been given to the Petitioner Workman to attend the court to prosecute his case. But the Petitioner workman failed to attend this Tribunal which clearly indicates that perhaps the dispute of the Petitioner workman has already been settled and the Petitioner has no claim to raise against the Respondent. Hence, the case of the Petitioner workman is closed and a ‘No dispute’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 24th day of February, 2020.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 5 अगस्त, 2020

का.आ. 667.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ऑयल एण्ड नेचुरल गैस कॉरपोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 70/1991) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.08.2020 को प्राप्त हुआ था।

[सं. एल-30012/2/1989-आईआर (एम)]

ए. के. सिंह, अवर सचिव

New Delhi, the 5th August, 2020

S.O. 667.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 70/1991) of the Central Government Industrial Tribunal/Labour Court-2, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Oil and Natural Gas Corporation Ltd., and their workman, which was received by the Central Government on 04.08.2020.

[No. L-30012/2/1989-IR(M)]

A. K. SINGH, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 70/91**Date of Passing Award- 24th February, 2020****Between:**

Shri Niranjana Pandit,
S/o Shri Shivanand Pandit
R/o – A-21/4, ONGC Colony,
Kaulagarh Road, Dehradun

... Claimant

Versus

Chairman
ONGC, Tel Bhawan,
Dehradun

...Management

Appearances:-

Shri M.C. Pant, (A/R) : For the claimant

Shri Avinash Singh, (A/R) : For the Management

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of ONGC, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-30012/2/89 (IR) dated 28.04.1989 to this tribunal for adjudication to the following effect.

“Kya ONGC Dehradun ke prabhandan dwara Shri Niranjana Pandit, S/o Shri Shivanand Pandit, Pump Cleaner ko dated 01.01.88 se naukri se nishkasit karna nayoyochit hai. Yadi nahi to kankar kis anutosh ka adhikari hai?”

The case of the claimant as disclosed in the claim petition is that he was initially appointed with the management ONGC as a Pump Cleaner on 3rd August 1983 and had worked continuously upto 30.09.1986. On that day his service was illegally terminated by the management and he was not paid wage for the month October 1986. A dispute being raised by him before the labor commissioner Dehradun conciliation was held in which the representative of the management participated and agreed to reengage the claimant for work. Accordingly he was reengaged on 01.09.87 and allowed to work upto 31.12.87 only. But remuneration was paid to him only for one month i.e. for the period 01.09.87 to 30.09.1987. The management illegally withheld the wage of the workman for the period October, November, and December 1987. Though the workman had continuously worked from 03.08.1983 to 03.09.1986 and had completed 240 days of work in a calendar year, the management subjected him to unfair labour practice by illegally terminating his service without giving termination notice and without paying him retrenchment compensation and withheld duty pay. Being in utter need of an employment for survival the workman had agreed to the proposal of the management for reemployment and the offer of appointment in compliance of the provision of section 25-H of the Id Act. But the management subsequently terminated his service. During the engagement he was not even paid remuneration as per the minimum wage notified by the government. Being aggrieved he again approached the labour commissioner where the second round of conciliation was taken up but failed. The appropriate

government thus, referred the matter for adjudication if the termination of the workman by the management on 01.01.88 is legal and justified and if not to what relief he is entitled to.

Being noticed the management filed the WS denying the claim of the workman as the employee of ONGC. It is the stand taken by the management that the claimant was a Plumber and was given fixed term appointment on need basis as a contingent labour. In the year 1986 he was engaged as a casual labour but voluntarily left his work after 31st July 1986. His service was never terminated on 30.09.1986 as claimed by him. On 09.06.1987 i.e. after a gap of 10 months since the date the claimant left his job the ONGC Karmchhari Union espoused the cause of the claimant and moved an application before the Assistant Labour Commissioner Dehradun raising Industrial Dispute alleging illegal termination. The commissioner initiated a conciliation proceeding in which the management and the representative of the union participated. On 14.08.1987 an agreement was arrived between the parties. As per the terms of the agreement and since the claimant admitted not to have worked for 240 days or more in any preceding calendar year and also accepted that he had worked only for 180 days during the period between November 85 to July 86 i.e when his engagement came to an end, the management agreed to pay him 7 days notice pay and engage him in terms of section 25H of the Id Act. Accordingly he was given employment for one month i.e. from 01.09.87 to 30.09.87. As agreed he was also paid 7 days wage as notice pay and no illegality was ever committed nor any unfair labour practice was adopted in respect of the claimant.

The workman filed rejoinder reiterating the claim statement and the averments made therein. Thus, the points for determination are:-

- (1) If the employment of the workman was illegally terminated w.e.f. 01.01.1988.
- (2) Whether the claimant is entitled to reinstatement into service as claimed by him.
- (3) To what relief the parties are entitled to.

Be its stated here that the dispute was earlier adjudicated by this tribunal and a award was passed on 11.06.2008 which was duly notified by the government in the official gazette. While passing the award this tribunal came to hold that the claimant could not prove that he had worked for 240 days in a calendar year so as to claim temporary status and unfair labour practice on account of illegal termination. Being aggrieved by the said award the claimant had filed writ petition no. 2140 of 2008 before the Hon'ble High court of Utrakhand. Before the Hon'ble High Court it was argued that during the pendency of the Industrial dispute the workman had summoned some documents from the possession of the management to prove that he had worked for 240 days in a calendar year. But the management refused to produce the same on the plea that the documents being very old are not traceable. The tribunal did not consider the same nor found the management guilty of withholding the material document. Since, an affidavit alongwith the photocopies of the document were filed before the Hon'ble Court, an order was passed in the Writ petition setting aside the award and remanding the matter to this tribunal for adjudication afresh after hearing both the parties and in accordance with law. It was also directed that tribunal shall consider the legality of the new documents filed on behalf of the petitioner and objection thereon if filed by the ONGC.

As per the said direction the workman filed one supplementary affidavit alongwith copies of the extract of the seniority list of 28.02.1992 and a letter dated 01.12.1987 to prove that his name was intentionally excluded from the seniority list of 102 casual workers and the list of the workers who had completed 240 days or more of work in a calendar year.

The claimant Nirnanjan Pandit examined himself as WW1 and proved a series of documents which are in the nature of the affidavits filed by different persons to say that ONGC, in order to deprive the claimant and others from their legitimate rights was in the habit of engaging them under fictitious names. He has also filed copy of the claim statement filed before the ALC, the reply given by the management and the order after conciliation passed by the ALC. In addition to that he has filed photocopies of the seniority list of contingent workers and the list of the workers who had completed 240 days of work in a calendar year.

On behalf of the management Executive Engineer R. S. Sharma testified as MW1 and one Devender Kumar Tyagi Deputy General Manager as MW2. Both the witnesses deposed in the line of the pleading made by the management in its WS and stated that the claimant Nirnanjan Pandit had never worked for 240 days in a calendar year so as to claim temporary status and other benefits under the ID Act. They have further stated that before the Assistant Labour Commissioner during the conciliation proceeding dated 14.08.87 a settlement was arrived. During that proceeding it was held that from November 1985 to July 1986 he had worked for 180 days and not 240 days. As per that settlement notice pay was paid and reengagement in terms of section 25H was agreed to be carried out. Accordingly the claimant was reemployed from 01.09.87 to 30.09.87 i.e. for the period of one month and the claimant accepted the same. All other stand taken by the claimant are false and

termination at the end of the contract doesn't amount to retrenchment as defined u/s 2(OO) of ID Act. Not only that the claimant had accepted his full and final payment on 14.10.1987 for 30 days of work from 01.09.87 to 30.09.87.

As the additional evidence the claimant produced a list of casual workers who have completed 240 days of work during a calendar year upto the November 1987 and the same has been marked as MW1/2. This list of 33 casual workers doesn't include the name of the claimant Niranjana Pandit. Both the parties have relied upon this document. In addition to that the management has also filed a seniority list of the contingent employee as on 01.01.1992 marked as MW1/1. This document has not been disputed by the claimant. This is a list of 101 workers appointed between the period 1981 to 1986. This list also doesn't contain the name of the claimant Niranjana Pandit and the claimant has explained that the management intentionally prepared this seniority list after termination of the service of the claimant w.e.f 30.09.1987. The only stand taken by the claimant is that though he was working continuously since 03.08.83 to 31.08.87 and a reemployed on 01.09.87 and allowed to work upto 31.12.87 and during this period no remuneration was paid for the span of time i.e. 01.10.1986 to 31.08.1987, the management in a clever move managed to record his attendance in fictitious names. This oral evidence of the claimant has been disputed by the management by filing the photocopies of the attendance register and the muster roll for October 1987 and argued that the claimant had never worked for 240 days in a calendar year. Giving stress on the document marked as WW1/A2 filed by the workman and MW1/2 filed by the management the LD. A/R for the management submitted that had the claimant been the casual worker who had completed 240 days or more, his name would have certainly been reflected in the said list. Another document has been placed on record by the management which is nothing but calculation of the working days of the claimant which was produced before the conciliation officer. This document shows that the claimant had worked for 180 days only during his employment between 03.08.83 to 30.09.86. The copy of the settlement arrived before the Labour Commissioner has been filed by the claimant and admitted by the management. This order of settlement dated 14.08.87 clearly shows that both the parties i.e., the management and the claimant admitted about 180 days of work done by the claimant between November 85 to July 86. In his evidence the claimant has categorically stated that pursuant to the settlement he again worked for 30 days i.e. from 01.09.87 to 30.09.87 and was paid remuneration for the same. Though the claimant has admitted that he continued to work from 01.10.087 to 31.12.87 without remuneration no document to prove the same has been filed.

It is worth mentioning here that the claimant has all along pleaded about rendering of service for more than 240 days in a calendar year with explanation that the management was giving him employment in fictitious names to deprive him of his legitimate dues. Except filing affidavits of some coworkers who never came to testify as witnesses, no other document has been filed to prove the said stand.

The law is well settled that the initial burden lies on the workman to prove that he had worked for 240 days in a calendar year. In this case the claimant has not succeeded in proving that he had worked for 240 days under the fictitious names. On the contrary the settlement arrived and agreed between the parties clearly show that the workman had admitted "before the conciliation officer" about 180 days of work rendered by him in a calendar year. The LD. Counsel for the management by placing reliance in the case of **Vinod Kumar vs. PO Labour Court decided by the Hon'ble High Court of Delhi in CW NO. 7259 of 2000** submitted that when a settlement of dispute was arrived through the Union the workman if represented by the union cannot claim that the settlement is not binding on him. LD. A/R for the management thus, submitted that the object of settlement arrived with the active assistance of the conciliation officer being to uphold industrial peace, the same is to be honoured and should be accepted unless the workman disproves the same on the ground of fraud or misrepresentation.

In this case the claimant has never disputed the settlement arrived before the conciliation officer. On the contrary the document filed by the claimant and purported to be an attendance register do not contain counter signature of the authorities of the management to presume the same as authentic document. The Hon'ble Supreme Court in the case of **R.M. Yellatti vs. Assistant Executive Engineer reported in (2006)1 SCC 106** have held that in order to derive the benefits of section 25F, 25B of the Id Act the burden of proof lies on the workman to prove that he had worked for 240 days continuously. Mere affidavit or self serving statement made by the workman will not suffice. Workman is required to lead clear and cogent evidence both oral and documentary for the same. In this case the claimant workman has miserably failed to prove that he had worked for 240 days for the management in the calendar year.

The claimant has also stated that there was breach of section 25H of the ID Act as some juniors to the workman have been retained whereas his service was terminated. Except filing affidavits to assert that he had worked for more than 240 days no other evidence has been placed on record. The admission about 180 days of work rendered by him during the settlement before the ALC by necessary implication disproves his claim about 240 days work and the consequential benefits for the breach of section 25F and H of the ID Act. Hence, it is

held that the workman is not entitled to the relief sought by him in the claim petition and it is also held that the management ONGC had not illegally terminated his service. The reference is accordingly answered and the claim of the claimant is rejected. Hence, ordered.

ORDER

The reference be and the same is answered against the claimant. It is held that the management ONGC had not terminated the service of the workman illegally and the claimant is not entitled to relief claimed in the claim petition. Send a copy of this award to the Appropriate Government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

24th February, 2020

Smt. PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 7 अगस्त, 2020

द kvk 668.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 71/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.08.2020 को प्राप्त हुआ था।

[सं. एल-12012/162/2003-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 7th August, 2020

S.O. 668.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 71/2003) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 07.08.2020.

[No. L-12012/162/2003-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 14TH MAY, 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 71/2003

I Party

Smt. Umabai Torvi,
C/o Sh. M.R. Rayannavar,
2758/4, Near Datta Apartments, Bhavaningar,
Hubli – 580023.

II Party

The General Manager (P),
Syndicate Bank, Head Office,
Manipal – 576119
Karnataka.

Appearance

Advocate for I Party : Mr. M. Rama Rao

Advocate for II Party : Mr. Ramesh Upadhyaya

AWARD

The Central Government vide Order No. L-12012/162/2003-IR(B-II) dated 27.11.2003 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Syndicate Bank in removal of service of Smt. Umabai Torvi by compulsory retirement is legal and justified? If not, what relief is the concerned workman entitled to?”

1. The 1st Party workman / former employee of the 2nd Party Bank has suffered punishment of removal from service by compulsory retirement since the allegations against her came to be proved in a Departmental Enquiry. In her Claim Statement she has assailed the action of the 2nd Party for not considering leave applications and medical certificate for sanction of leave submitted by her. She has also attacked the validity / procedure of the Domestic Enquiry for not affording her sufficient opportunity to defend herself against the charges and also against the Punishment Order.

2. The 2nd Party had justified the validity of the Domestic Enquiry and the Punishment Order in question.

3. On the rival pleadings of both parties, a Preliminary Issue was raised regarding the validity of the Domestic Enquiry and was adjudicated negating the validity of Domestic Enquiry vide Order dated 21.12.2005. The workman is receiving subsistence allowance.

4. One witness was examined for the 2nd Party to sustain the charges; the Chief Manager of the Regional Office of the 2nd Party has testified that, the 1st Party joined the services of the 2nd Party as a Clerk in 1985 and was transferred to Royal Circle Branch, Bellary in the year 1990; she used to absent herself from duty very frequently; she was cautioned by the then Manager several times, still she persisted her absence. Hence, action was taken against her. She did not respond to the letter of the Bank and was terminated from service under VRS; she challenged her termination before the Hon'ble High Court; as per the direction of the Hon'ble High Court, she was reinstated; she joined the duty worked for three days and thereafter remained absent. She had sent a telegram while proceeding on leave but no leave was pending in her leave credit. Ex M-1 to Ex M-5 are the documents in support of the charges.

5. It was brought out during the cross examination of the witnesses that, the Husband of the 1st Party was transferred to Hubli in 1991; her request for transfer to Hubli was rejected; she was suffering from prolonged illness and was under treatment since 1990; she was ordered to be examined by the Medical Panel headed by Dr. Savitha Nadagouda, Gynaecologist; she reported to duty on 09.07.2001.

In her rebuttal evidence, the 1st Party contended that she was posted to Bellary since her husband was working in Excise Department at Bellary; accordingly, she was posted there. In the year 1991, her husband was transferred to Hubli; at the same time, her health condition varied and she requested for a transfer to Hubli. 2nd Party did not trust her medical records and directed her to be tested by Gynaecologist the Doctor on her medical examination certified that her health is deteriorated. Still, the 2nd Party removed her from service w.e.f. 20.06.1993. She approached the Hon'ble High Court and her W.P was allowed directing the 2nd Party to reinstate her; at the time she was residing at Bangalore with her family. Though they knew this fact she was ordered to report to duty at Bellary, since it was inconvenient for her to work at Bellary she requested for a posting at Bangalore, but her request was rejected and she reported to duty on 29.12.2000. While working at Bellary, she was indisposed and sought for sanction of leave by submitting Medical Records. The 2nd Party directed her to subject herself for medical examination before the Panel of Doctors at Bangalore Manipal Hospital. She appeared before the Panel of Doctors on 02.04.2001 and was examined. As per the Doctor's advice, she admitted to the Hospital and underwent surgery; she was advised 3 months bed rest. She was not given medical reimbursement of Rs. 40,000/- and her medical leave was not sanctioned. She was not informed about the special leave facility on medical ground and same is not extended the same. Instead they have treated her as on unauthorised leave for 30 days and passed Order of Compulsory Retirement w.e.f. 17.07.2002. Because of the illegal Punishment Order, she has suffered financial loss and is not extended pension and gratuity amount; she is unemployed after her compulsory retirement. The telegram leave applications and Medical Certificate which she had submitted to the 2nd Party are in their custody. She had filed application for production of the same and a direction was given by this Tribunal to the 2nd Party to produce the same, but they have not complied the Order of the Court. The 2nd Party have been posting the employee in the place where his / her spouse is working; she had requested for production of documents in this regard and this Hon'ble Court had directed the 2nd Party to produce the same, but the 2nd Party has not abided to the said direction.

6. The witness identified three documents / leave application and outpatient slip and Medical Certificate. She has produced further documents, copies of the Appeal Memo, Judgment of the Hon'ble High Court

whereby, she was reinstated and the copies of the transfer orders furnished to her by the 2nd Party on her application under RTI Act.

During cross examination she admits that, the leave application produced by her does not bear the signature and seal which usually will be given to the application presented at the Branch. She admits receiving two warning memos dated 17.09.1991 and 01.01.1993 consequent on her absence. She admits that she had undertaken before the Hon'ble High Court that she would work diligently in the Office.

When suggested that despite her undertaking given to the Hon'ble High Court, she perpetuated her habit of unauthorised absence thereby leading to her removal, she neither did deny nor did admit but only stated '*I have no response.....*'

7. Perused the certified copy of the order passed in Writ Petition No. 45802/1999 dated 10.04.2000 (Ex W-62) the closing para of the order reads thus;

"15. There has been broad consensus in this matter which I feel is just and in the interest of both parties the award is modified to the extent that the workman shall be reinstated without continuity of service without back wages and without consequential benefits. The period of absence from 11.06.1990 to 20.06.1993 totally 1091 days and again from 20.06.1993 upto the date of reinstatement shall be excluded for any other benefits except terminal benefits. The petitioner also undertakes that she will work diligently in the office. The Writ petition is disposed of accordingly. No costs."

The Hon'ble High Court has not set aside the Award of the Labour Court / Tribunal but modified the Award with the consensus of both parties. She is reinstated without continuity of service and thus had no benefit of earned leave, on the day when she reported to work at Bellary Branch on 29.12.2000. She was reinstated vide order dated 23.11.2000.

8. The allegation in the Charge Sheet dated 21.01.2002 is, she is habitual in absents from duty without submitting proper leave application and without proper sanction of leave by the competent Authority; she was absent from duty continuously; her past service records is also cited in the Charge Sheet so also the undertaking given by her before the Hon'ble High Court as above. As on the date of the Charge Sheet her unauthorised absence was shown as 1,285 days which is a misconduct as per Clause 19.5 of Bipartite Settlement.

9. The 1st Party has projected her health ground for her absence and also urges that since her husband was working at Bellary, the 2nd Party ought to have posted her at Bellary. She is relying on the services Rules of the Bank in respect of grant of extra ordinary leave and also the benefits of Special Leave Scheme. Clause I of the Special Leave Scheme /Ex W-63 contemplates eligibility of the employees for availment of the benefits of the said Scheme as below

"All employees who have completed a minimum of 10 years of service are eligible to apply under the Scheme. However, those who have not completed the period of service under the Bond and against whom the Disciplinary Proceedings/ Vigilance / CBI cases are pending, are not eligible."

Admittedly, she joined the service on 04.03.1985; Disciplinary Action on her absence without leave was initiated to her vide show cause notice 17.09.1991. Again on her delaying to report to the transferred place, she was directed to report her duty at Bellary on or before 20.10.1992; her further request for transfer to Hubli was turned down; she was directed to join duty on or before 15.05.1993 with a caution that she would be deemed to have voluntarily retired from service. For not complying the said order she was issued Charge Sheet and tried which came to a logical end for the Hon'ble High Court. Wherefore, it is clear that without completing the service of 10 years she faced the Disciplinary Action and now she is reinstated without continuity of service; her period of absence of 1091 days between 11.06.1990 to 20.06.1993, again from 20.06.1993 upto 10.04.2000 on which date her Writ Petition was disposed off, which disentitles her for any other benefit except terminal benefit. After reporting to duty in accordance with the Orders of the Hon'ble High Court on 29.12.2000, she did not work even for 6 months; she went on leave thus, the edibility clause contemplated by the Special Leave Scheme disables her for the benefit of the Scheme. The extra ordinary leave as per the Bipartite Settlement of 19.10.1996 at Clause 13.34 reads thus,

"extra ordinary leave may be granted to an employee even no ordinary leave is due to him.... except in.... the duration of extra ordinary leave shall not exceed 3 months on any one occasion and 12 months during the entire period of employees service."

But in her case, her period of absence is beyond 3 months and she cannot seek benefit of extra ordinary leave also.

10. No fault can be found in the action of the 2nd Party in not posting her to Bellary where her husband was working. That was not the consensus arrived between the parties before the Hon'ble High Court of Karnataka.

This reference is not about the action of the 2nd Party in not posting her to the place where her spouse was working, the period of absence having not been disputed and she having not served continuously for a term of 10 years, I find no illegality in the action of 2nd Party in compulsorily retiring her from service.

AWARD

The reference is rejected.

(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 14th May, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 7 अगस्त, 2020

d kvk 669.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 15/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.08.2020 को प्राप्त हुआ था।

[सं. एल-39025/01/2020-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 7th August, 2020

S.O. 669.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2013) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen, received by the Central Government on 07.08.2020.

[No. L-39025/01/2020-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 10TH JULY, 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

ID 15/2013

I Party

Sh. B. T. Hemanna,
Rep. by President,
Syndicate Bank Staff Union (R),
G-6, Manish Towers,
No. 84, J C Road,
Bangalore - 560002.

II Party

The General Manager (P),
Canara Bank,
Head Office,
Manipal - 576104.

Appearance

Advocate for I Party : Mr. R. Nagendra Naik

Advocate for II Party : Mr. Ramesh Upadhyaya

AWARD

1. It is a petition filed under Sec 2-A of the Industrial Dispute Act, 1947 (for brevity 'the Act') by the Trade Union on behalf of Sh. B. T. Hemanna, former employee of the erstwhile Syndicate Bank presently Canara Bank.

The petition is signed by K. Srinivasa Babu, President of Syndicate Bank Staff Union; Photostat copy of the Certificate issued by Conciliation Officer is annexed to the Petition stating that the settlement is not reached and the Applicant wants to continue the present Conciliation process and to take up the matter with the

Central Government Industrial Tribunal cum Labour Court directly under Sub Sec (2) and (3) of Sec 2-A of the Industrial Disputes Amendment Act, 2010; the mandatory 45 days of filing his dispute before the Conciliation officer as provided under Sec 2A(2) of the Industrial Disputes (Amendment) Act, 2010 has been completed on 12.10.2011.

2. The claim is contested; among other things the 2nd party in their counter statement has stated that, “*Sh. B T Hemanna has no grievance against the 2nd party Management, he has not signed the Claim Statement and the Secretary of the Union who is not an aggrieved party has signed the Claim Statement....*” The claim is liable to be dismissed. That apart the allegations made in the claim statement against the legality of the punishment order is denied and the punishment order is sought to be justified.

3. On the basis of the pleadings this Tribunal framed issues and the first issue is, “*Whether the 1st party Union has the locus standi to file Claim Statement on behalf of Sh. B. T. Hemanna?*”

The second issue pertains to the status of ‘workman’ as defined under Sec 2(s) of the Act, and the third issue is in respect of fairness of Domestic Enquiry.

4. The 2nd party produced the Domestic Enquiry records and the learned counsel for the 1st party Sh. RNN submitted that he is not challenging the fairness of the Domestic Enquiry. In that view of the matter the third issue was answered in the affirmative.

5. Despite providing opportunity, the 1st party did not come forward to adduce evidence and arguments is not addressed.

6. Since, the petition is not filed by the aggrieved workman that goes to the very root of maintainability of the petition under Sec 2-A of ‘the Act’. For convenience Sec 2-A is reiterated below:

2A: Dismissal, etc. of an individual workman to be deemed to be an industrial dispute

- (1) Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.
- (2) Notwithstanding anything contained in section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.
- (3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section(1).

7. A careful reading of Sec 2 would imply that it is only such workman / individual workman who is discharged, dismissed, retrenched or otherwise terminated who can make an application directly to the Labour Court or Tribunal for adjudication of the Dispute. Unfortunately, the dispute is brought before this Tribunal by the President of the Trade Union without explaining under what circumstance the petition is filed by the Trade Union on behalf of the workman. It is a matter of 2013 till now there was ample time for the 1st party to address the first issue which is not adverted. In that view of the matter the petition under Sec 2-A of ‘the Act’ since not filed by the aggrieved workman is not maintainable.

AWARD

The petition is not maintainable hence, rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 10th July, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer

नई दिल्ली, 7 अगस्त, 2020

d kvk 670.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ सं. 62/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.08.2020 को प्राप्त हुआ था।

[सं. एल-39025/01/2020-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 7th August, 2020

S.O. 670.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2008) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 07.08.2020.

[No. L-39025/01/2020-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD****Present :** Sri Muralidhar Pradhan, Presiding OfficerDated the 3rd day of July, 2020**INDUSTRIAL DISPUTE L.C.No. 62/2008****Between:**

Sri A. Ramulu,
S/o Lakshmiapati,
H.No. 12-2-709/C, Padmanabha Nagar,
Mehdipatnam, Hyderabad-500028.

...Petitioner

AND

1. The General Manager,
Zonal Office, Syndicate Bank,
6-3-653, Pioneer House,
Somajiguda, Hyderabad – 500 082.
2. The Disciplinary Authority,
The Syndicate Bank,
General Manager's Office,
6-3-653, Pioneer House,
Somajiguda, Hyderabad -500 082.

...Respondents

Appearances:

For the Petitioner : M/s. A. Sudhakar Rao & Ch. A.R. Chowdary, Advocates

For the Respondent : Sri Alluri Krishnam Raju, Advocate

AWARD

This petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 seeking for declaring the order of the Disciplinary Authority dated 30.12.2005 made under Ref. No.PRS/AGM/ GMOH/2005/7 as illegal and to set aside the same consequently declaring the Petitioner is in service through out without any break and grant all the back wages with interest.

2. The averments made in the petition in brief are as follows:

The case of the Petitioner is that, the Petitioner joined in duty as an attendar at Basheerbhag branch of the Respondent's bank on 20.1.1982 and worked in various branches of the bank with the full satisfaction of his

superiors without any remark. The Respondent's bank is a scheduled commercial bank working in public sector. The award staff are governed by bi-partite settlement arrived at between the employees union and the Indian Banks Association. The settlements are under Industrial Disputes Act, 1947. It is stated that the Petitioner is a chronic diabetic patient and suffered serious ill-health for which on some occasions he was unable to attend his duties. Though he applied sick leave the Respondents initiated disciplinary action against him without considering the genuine reasons of his absence from duty. The 2nd Respondent removed the Petitioner from service illegally by way of compulsory retirement on 30.12.2005, the action of the Respondents is grossly shockingly disproportionate to the misconduct alleged against the Petitioner and it is a capital punishment. The misconduct alleged against the Petitioner was that the Petitioner remained absent from duty for 32 days continuously. The Petitioner could not be able to attend his duties due to his sickness. But in this case the action of the Disciplinary Authority is bad in law and the same is liable to be set aside. Since the Petitioner was removed from service by way of compulsory retirement he suffered both mentally and financially and his entire family who are depending upon him is virtually suffering from starvation. Even though the Petitioner is given pension but the same was not properly calculated and less amount has been paid to him. Under the circumstances stated above, the Petitioner filed this petition to grant the relief as mentioned above.

3. The Respondents filed counter with averments in brief as follows:

The Respondents appeared by filing counter denying the facts averred in the claim statement. It is stated that the Petitioner has deliberately avoided to place the facts relating to his case before this court. The Petitioner is a habitual absentee and he was not at all regular in attending to duties through out his service period. He joined the service of the Respondents' bank on 20.1.1982 and during his service with the bank he had availed sick leave to an extent of 540 days and extraordinary leave to an extent of 745 days besides availing the casual leave and privilege leave. He remained absent unauthorizedly on various occasions during his service period and was awarded with punishments on various occasions as per the service conditions applicable to him. Therefore, the contention of the Petitioner that his services were to the satisfaction of his superiors and without any remarks during his service is not correct. The Petitioner was issued with a charge sheet dated 17.10.2005 for the alleged misconduct of unauthorized absence of 143 days during the period from 15.4.2004 to 17.9.2005. The Petitioner failed to submit an explanation to the charges inspite of being given sufficient time and therefore an enquiry was ordered into the charges by the Disciplinary Authority by appointing an Enquiry Officer vide letter dated 7.11.2005. The Petitioner had participated in the enquiry proceeding and availed all the opportunities to defend his case and also cross examined the management witness during the course of enquiry in respect of the evidence placed in support of the charges. The Enquiry Officer had submitted his report dated 30.11.2005 holding the Petitioner guilty of the charges alleged against him. Therefore, a show cause notice dated 13.12.2005 was issued by the Disciplinary Authority proposing the punishment of compulsory retirement from the service of the bank with superannuation benefits. The Petitioner had availed the opportunity of personal hearing on 20.12.2005, but he had not brought out any factors justifying his unauthorized absence except for stating that his health condition did not permit him to attend the duties. Moreover, the Petitioner was awarded with punishments on 7 earlier occasions and there was no improvement on the conduct of the Petitioner and as such the Disciplinary Authority was fully convinced that no useful purpose would be served by giving one more opportunity to the Petitioner. Thus, the impugned order was passed. Though the past unsatisfactory service record warrants the most severe punishment such as dismissal from service, but the Disciplinary Authority had considered the case on humanitarian grounds and had only awarded the punishment of compulsory retirement from service with superannuation benefits. Therefore, the Petitioner is not deprived of any benefits accrued to him by virtue of his service with the bank and he was paid the terminal benefits including pension. Thus, the contention of the Petitioner that the punishment awarded to him was severe is not correct and the Petitioner is not entitled to get any relief as claimed by him in his claim statement.

4. In view of the facts stated above, the points for determination are:

- I. Whether the order of the Disciplinary Authority dated 30.12.2005 made in order No.PRS/AGM/GMOH/2005/7 is to be set aside?
- II. Whether the Petitioner is entitled to get either any back wages with interest or any other relief as claimed for?

5. I have already heard arguments from the Learned Counsels of both the parties.

6. In this case the domestic enquiry conducted by the Respondents' management is held legal and valid vide order dated 7.8.2013.

7. **Point No. I:** The Learned Counsel appearing on behalf of the Petitioner contended that the Petitioner joined in the Respondents' bank on 20.1.1982 as an attender at Basheerbhag branch, Hyderabad. He was transferred to N.S. Road, Mojamjahi Market branch, Hyderabad, later to Somajiguda Branch and was also transferred then to Khairatabad Branch in the year 1998. The Petitioner performed his duties in the Respondents' bank to the full satisfaction of his superiors during his service period. He further contended that the bank is a scheduled commercial bank continued in the public sector. The award staff is governed by bi-partite settlement arrived at by the Indian Banks Association and all the settlements are under the Industrial Disputes Act, 1947. The case of the Petitioner is that, he joined in duty as an attendar at Basheerbhag branch of the Respondent's bank on 20.1.1982 and worked in various branches of the bank with the full satisfaction of his superiors without any remark. The Respondent's bank is a scheduled commercial bank working in public sector. The award staff are governed by bi-partite settlement arrived at between the employees union and Indian Banks Association. The settlements are under the Industrial Disputes Act, 1947. It is contended that the Petitioner is a chronic diabetic patient and suffered serious ill-health, for which on some occasions he was unable to attend his duties. Though he applied sick leave the Respondents initiated disciplinary action against him without considering the genuine reasons of his absence from duty. The 2nd Respondent removed the Petitioner from service illegally by way of compulsory retirement on 30.12.2005, which is grossly shockingly disproportionate to the misconduct alleged against the Petitioner and it is a capital punishment. Under the circumstances stated above, the Petitioner has filed this petition to grant the relief as mentioned above.

8. On the other hand, the Learned Counsel appearing for the Respondents contended that the Petitioner was issued with a charge sheet dated 17.10.2005 for the alleged misconduct of unauthorized absence without leave and irregular attendance, gross misconduct of "remaining unauthorizedly absent without intimation continuously for a period of 30 days, under clause 7(a)(b)(5p) respectively of the bi-partite settlement. As per his contention a domestic enquiry was conducted as per service conditions applicable to the Petitioner, and he did not avail the services of defence assistant as available under the service conditions, and he himself defended the proceedings. In the domestic enquiry conducted by the Department the Petitioner was found guilty and the plea of the Petitioner that he was discharging his duties sincerely is not correct. He was issued with charge sheet for alleged unauthorized absence of 143 days during the period from 15.4.2004 to 17.9.2005. Even though explanation was called for, but the Petitioner failed to submit any satisfactory explanation. In this case lenient punishment has been given to the Petitioner and the order passed by the Disciplinary Authority is justified which needs no interference of this Tribunal.

9. On consideration of the rival contentions by both the sides it is seen that admittedly, the Petitioner is a diabetic patient and most of the time he used to remain on leave. The Petitioner has availed the total period of leave which were on his credit. He has remained absent unauthorizedly from duty. In the Disciplinary Proceeding the Petitioner has been found guilty for his unauthorized absence, for a long period of 143 days and he failed to give any satisfactory explanation for his absence. In spite of giving capital punishment he has been imposed the punishment of compulsory retirement only. Admittedly the Petitioner remained absent unauthorizedly without any sufficient reason. The Respondent's management has rightly submitted charge sheet against the Petitioner and passed order for an enquiry and lastly conducted the enquiry. In the enquiry though the Petitioner had participated but he failed to defend himself. The Enquiry Officer has rightly submitted the enquiry report and the Disciplinary Authority has rightly imposed the punishment of compulsory retirement vide his proceeding dated 30.12.2005, and the same has been confirmed by the Appellate Authority. Even though the Disciplinary Proceeding has been challenged by the Petitioner before this Tribunal it is held as legal and valid. Since the Petitioner was a chronic absentee and used to remain absent in duty unauthorizedly, the authority has rightly taken the decision, and imposed the punishment of compulsory retirement which needs no interference. Therefore it can safely be stated that the action taken by the Respondent's management is legal and justified which needs no interference of this Tribunal.

Thus, Point No. I is answered accordingly.

10. **Point No. II:** In view of the observation made in Point No.I, the Petitioner is not entitled to get any relief as sought for. When the order of the Disciplinary Authority is considered as legal and valid, the Petitioner has been rightly imposed the punishment of compulsory retirement with superannuation benefit and as such the Petitioner is not entitled either to get the relief of getting back wages or any other relief as claimed for.

Thus, Point No.II is answered accordingly.

ORDER

In view of the discussion made above in Point Nos.I & II, it can safely be held that the order of the Disciplinary Authority dated 30.12.2005 made in order No.PRS/AGM/GMOH/2005/7 is justified. The Petitioner is not entitled either to get any back wages or to get any other relief.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 3rd day of July, 2020.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 7 अगस्त, 2020

d kvk 671.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रथमा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 दिल्ली के पंचाट (संदर्भ संख्या 18/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.08.2020 प्राप्त हुआ था।

[सं. एल-12012/41/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 7th August, 2020

S.O. 671.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. -II, Delhi as shown in the Annexure, in the industrial dispute between the management of Parthama Bank and their workmen, received by the Central Government on 07.08.2020.

[No. L-12012/41/2014-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 18/2015**Date of Passing Award- 27th January, 2020****Between:**

Shri Suresh Chandra,

S/o Shri Ramsaran Lal Saxena,

R/o Near Bhagwan Mahaveer Eye Hospital

Maatkhedha Road, Bilaspur,

District-Rampur (U.P.)

... Claimant

Versus

The General Manager.
Prathama Bank,
Head Office, Ramganga Vihar, Phase-II,
Muradabad (UP)

... Management

Appearances:-

Shri Abhinav, (A/R) : For the claimant

Shri Sarfaraz Khan, (A/R) : For the Management

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of Prathma Bank, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-12012/41/2014 (IR(B-I) dated 23.07.2014 to this tribunal for adjudication to the following effect.

“Kya Prathama Bank, Head Office, Ramganga Vihar, Phase-II, Muradabad (UP), through Shri Suresh Chandra, ko karyalya (Bahudeshia) ke pad se hataya jana nayaysangat hai? Yadi nahi to kis anutosh ke hakdar hai?”

The facts leading to the present Industrial Dispute and relevant for adjudication are that:-

The workman was working as a peon in the respondent Bank since 1984 and during the relevant time i.e. on 13.10.2011 he was posted in Ajeetpur Branch of the Bank in the Dist. Rampur of Uttar Pradesh. A false charge was leveled against the workman alleging an attempted fraud for withdrawal of Rs. 50,000/- from the savings account of a customer named Rakesh Kumar in connivance with another peon of the Bank named Ms. Pooja and an Outsider Ms. Anita. He was placed under suspension vide Bank's order dated 19.11.2011 which was followed by a charge Sheet dated 13.08.2012.

It was alleged in the charge sheet that on 13.10.2011, the Assistant Manager of the Bank A.K. Aggarwal has given 3 Cheque Books to the claimant/workman for stamping. He was asked to return the Cheque Books to the manager after stamping. The workman returned 2 Cheque Books and kept the third one containing cheque leaves 0989401 to 0989410 with him. From the said Cheque Book, Cheque No. 0989401 was misused on 20.10.2011 for withdrawal of Rs. 50,000/- from the account of Sh. Rakesh kumar bearing Account No. 20019633842. On the cheque, the signature of the account holder was forged and an imposter named Anita describing herself to be the wife of Account hold Rakesh attempted to withdraw the money. This fraudulent attempt was made by Anita with the connivance of the claimant & pooja who identified Anita to be the wife of Rakesh and known to them personally.

But the withdrawal could not be made as Anita did not put her signature on the reverse of the cheque to acknowledge presentation of the same to the Bank. This fraud was detected on the following day when the account holder Rakesh came to the Bank for withdrawal of Rs. 2,80,000/- from the same account. When informed about presentation of the cheque for 50,000/- on the previous day by his wife, the account holder informed the Bank that he was unmarried and Cheque Book was never issued to him for the said account.

On an internal inquiry the Bank ascertained that the 3rd Cheque Book handed over to the claimant by the manger which was not returned was misused in connivance with Ms. Pooja, who forged the signature of the account holder and both of them managed presentation of the cheque for withdrawal, identifying Anita as the wife of Rakesh, but their attempt failed.

Charge sheet was then served on the claimant asking him to showcause. The showcause submitted by him being found not satisfactory the Disciplinary Authority passed order for initiation of Departmental Proceeding Inquiry, Inquiry Officer and Presenting Officer were appointed, evidence both Oral & Documentary were adduced and at the end of the enquiry, the Enquiring Officer submitted his report to the Disciplinary Authority, who being satisfied with the evidence and procedure adopted, accepted the inquiry report and found the claimant guilty of misconduct and Breach of Trust. He thus, imposed the punishment on the workman/claimant i.e. “Removal from service of the Bank” by order dated 01.06.2013.

Being aggrieved, the claimant preferred a departmental appeal which was decided against him too. He thus raised the present Industrial Dispute before the Appropriate Government and reference in that regard has been made to this Tribunal on completion of the pleading framed the issues. The workman since raised objection regarding the fairness of the Domestic Inquiry proceeding conducted against him, issue no. 1 was

taken up for hearing at the first instance and by order dated 09.04.2019 this issue has been decided in favour of the claimant and the domestic inquiry has been held vitiated for not following the Principles of Natural Justice.

The Respondent Bank though filed written statement refuting the allegations made in the claim statement, which was supported by the copies of the inquiry proceed, the self same documents on which the claimant also reliefs, adduced no oral or other documents. Hence, the contents of the Domestic Inquiry proceeding being admitted documents of both claimant and respondent shall be taken into consideration for deciding the preliminary issue.

To substantiate his stand the claimant/workman testified as WW1 and also filed certified copies of the suspension order, finding of the inquiry officer, Charge sheet, Inquiry proceeding and the order of removal passed by the Disciplinary Authority, which have been marked in a series of WW1/1 to WW1/8.

It has been argued by the workman that he was already put to more than 25 years service of the Bank, with an unblemished service Record. On the basis of some false allegation charge sheet was prepared. There was no allegation from any customer involving him with the alleged fraud, nor his involvement is evident from the records of the Bank. On the oral testimony of the then manager Mr. Aggarwal regarding handing over of the Cheque Book to him for stamping which was allegedly misused by one Anita, he was found guilty of the charges. Neither Anita nor the Account Holder Rakesh were examined during inquiry to prove his involvement. Not only that, the claimant has alleged that proper opportunity of defence was not provided to him for engaging a defence Assistant and for adducing defence evidence. Both, the Inquiry Officer and Disciplinary Authority passed their respective orders in a hasty manner to the prejudice of the workman. He also argued that the Principles of Natural Justice was never followed in the conduct of the Domestic Inquiry.

The copies of the departmental proceeding inquiry against the claimant has been placed on record by both the parties and thus admitted by both of them. Whereas the claimant has alleged non following of Principles of Natural Justice effecting de-facto prejudice to him, management claimed that the proceeding was correctly recorded.

The order of suspension dated 19.11.2011 has been marked as WW1/1. It indicates the reason of action as “gross misconduct”. As admitted, the workman received the same on the same day wherein show cause was called. The workman submitted showcause which was found not satisfactory and on 13.08.12, the charge sheet was served on him, calling him to show cause and Inquiring Officer and Presenting Officer were appointed by the Disciplinary Authority and proceeding continued on different dates.

Though the claimant/workman has alleged that inquiry lacks fairness and he was not afforded proper opportunity of defence, the same is contrary to the facts on record. The proceeding dated 28.09.2012 clearly reveals that on the first day of inquiry the procedure to be adopted was explained to the claimant and he was asked to engage D.R. despite opportunity given he failed to engage D.R. and continued to cross-examine the management witnesses on different dates. Before that both the parties were asked to submit list of their witnesses & documents. The workman after conducting cross-examination of witnesses had made a prayer for recall to re-cross examine, which was turned down by the Inquiry Officer assigning reason thereof.

Before closure of the claimant evidence the management was called upon to adduce evidence to prove the charge leveled against the claimant. Despite several opportunity given the management opted not to adduce evidence and thus by order dated 16.09.2019 the management was proceeded exparte.

On examination of the oral and documentary evidence adduced by the claimant workman it appears that the domestic inquiry was conducted in a very negligent manner and no proper evidence has been placed before this tribunal to prove the charge. Neither the management examined the inquiry officer for proving the charge nor examined the other witnesses.

In the case of **The Kangra Cooperative Bank Ltd. vs. Miss Seema Sharma, the Hon'ble High Court of Delhi in WPC no 10740 of 2017** decided on 17.01.2018 have observed in Para 9 as under

“The petitioner has not examined the Enquiry Officer or any of its employee as a witness in the Court to prove the Enquiry Proceedings and report and only chose to examine MW1 H.R. Thakur Presenting Officer to prove the same. Mr. H.R. Thakur was not an independent witness to appear in the court and to prove the enquiry proceedings against the respondent. The presiding (Sic. Presenting) Officer is not expected to become a

persecutor. He is a biased witness. Therefore, the Industrial Adjudicator has rightly adjudicated the issue that the petitioner has failed to prove the enquiry proceedings and Enquiry report against the respondent.

Hence, non examination of the enquiry officer or any other official witness associated with the inquiry proceeding has left an indelible mark on the correctness of the enquiry report when the same is viewed with the allegations of the workman/claimant. Depriving the workman to defend his case with the documentary evidence amounts to, violation of the Principles of Natural Justice.

Having regard to the aforesaid facts and circumstances of the case this tribunal is of the view that the management failed to prove the charge against the claimant and accordingly it is held that the claimant was illegally terminated from his service. Issue No.1 and 2 are accordingly answered in favour of the workman/claimant.

ISSUE No. 3

It is not disputed that before the termination the claimant had been put to service of the bank for more than 25 years. From the evidence of the workman it appears that he is at present 54 years old. Hence, it is held that the workman is entitled to the relief of reinstatement in service with all back wages and consequential service benefits. This issue is accordingly answered. Hence, ordered.

ORDER

The claim be and the same is answered in favour of the workman. The order of termination dated 1.06.2013 was passed illegally. The management is directed to reinstate the workman in the post as was held by him on the date of termination within 2 months from the date when this award become executable with back wages from the date of termination till reinstatement alongwith all consequential service benefits. The money due to the workman shall be paid by the management Bank within 2 months from the date of his reinstatement failing which the amount accrued shall carry interest @ 9% per annum from the date of the award till the final payment is made. If the amount is paid within the time stipulated it shall not carry any interest.

Send a copy of this award to the Appropriate Government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 7 अगस्त, 2020

d kv k 672.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 दिल्ली के पंचाट (संदर्भ संख्या 45/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.08.2020 प्राप्त हुआ था।

[सं. एल-12025/01/2020-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 7th August, 2020

S.O. 672.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No-II, Delhi as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 07.08.2020.

[No. L-12025/01/2020-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No. 2, NEW DELHI**

PRESENT : SMT. PRANITA MOHANTY, Presiding Officer, CGIT-cum-Labour Court-II,
New Delhi.

INDUSTRIAL DISPUTE CASE No. 45/2018

Date of Passing Award : 7th January, 2020

Ms. Kanchan Walia,
Special Assistant,
State Bank of India, Ghonda Branch,
New Delhi.

... Workman/Claimant

Versus

1. The Dy. General Manager, DAO-1,
SBI, 1st Floor, Delhi Admn. Office-1,
11, Parliament Street, New Delhi 110001.

2. The Regional Manager
SBI, RBO-1, 4th Floor, Delhi Admn. Office-1,
11, Parliament Street, New Delhi 110001.

... Managements

Appearances :-

None : For the Workman

None : For the Management

AWARD

Smt. Kanchan Walia, workman under the Management of State Bank of India, directly filed a claim petition under Section 2-A of the Industrial Disputes Act, 1947 (in short "the Act"), with the averments inter alia that she was initially appointed as clerk/cashier and due to her good work, she was confirmed and was promoted from time to time as per staff promotion policy and lastly she was promoted as Special Assistant and posted at Ghonda Branch of SBI, Delhi under Regional Manager R-1, DAO-1. All of a sudden, a charge sheet dated 27/11/2015 was served upon her which was duly replied by her vide reply dated 8/1/2016. It is pleaded that the Management was predetermined and conducted a sham show departmental enquiry, violating all the norms and ethics of law. Shri Murari Lal, Manager (Vigilance) was appointed as Enquiry Officer, whereas Shri Puran Singh Rawat (Deputy Manager, Vigilance) who was not working under the Disciplinary Authority RBIO-1, DAO-1, New Delhi was appointed as bank representative/Presenting Officer. They could not be appointed as such without proper permission from their Controlling Authority. Despite repeated requests to the Enquiry Officer, the workman was not supplied with documents and list of witnesses relied upon by the Management. Even no witness/complainant or document were produced which could prove involvement of the workman rather she was roped in a false and fabricated complaint made by the Branch Manager Shri Himmat Puri. The Enquiry Officer in a biased manner, ignored the admission of defence witness Shri Kuldeep Chaudhary that he had given the mandate to withdraw the money from his account to cover up the shortage occurred due to banking transaction. The workman gave representation dated 16/8/2016 against the tentative decision of the Disciplinary Authority to remove her with superannuation benefits, as conveyed vide its letter dated 26/8/2016 (sic. 30/7/2016) but to no avail. The Disciplinary Authority confirmed its tentative decision vide final order dated 26/9/2016, without considering various salient points raised by the workman in her representation. Though the workman preferred an appeal against the aforesaid order before the Appellate Authority, however she was shocked to receive the order of Appellate Authority, thereby rejecting her appeal without giving any reasons. In nut shell, plea of the workman is that the enquiry was not conducted in a proper and fair manner and without following the principle of natural justice. The workman has been awarded punishment on the basis of perverse, arbitrary and illogical findings of the Enquiry Officer. She has prayed for setting aside the order of the Disciplinary Authority and for reinstatement into service with back wages and continuity of service.

3. Management resisted the claim of the workman, by filing written statement and took preliminary objections on the grounds inter alia that the workman/claimant intentionally did not disclose true facts. She was charge-sheeted vide memo dated 27/11/2015 with the charges that during intra day cash verification on 14/7/2015, her cash was found short of Rs. 23,000/- and she withdrew cash of Rs. 15,000/- without valid mandate from the account of third party, to meet out the shortage of said amount on the same day. Even in past, she while posted at Laxmi Nagar Branch, was charge-sheeted vide memo dated 29/9/2011 for committing similar kind of misconduct and as a penalty, the workman was removed from service with superannuation benefits, to which order she preferred an appeal. The Appellate Authority vide order dated 29/5/2013 modified

and reduced the penalty, thereby she was brought down to a lower stage in time scale of pay by two stages for a period of five years. While denying the allegations of the workman, it has been stated that the workman had failed to give any satisfactory reply to the charges leveled against her vide memo dated 27/11/2015, rather she herself had written a letter on 14/7/2015 to the Branch Manager, Himmatpuri in which she had admitted her guilt. After conducting proper enquiry, the Enquiry Officer found the workman guilty for both the charges and thereafter the Disciplinary Authority was pleased to impose penalty of "removal from service with superannuation benefits" against the workman vide order dated 22/8/2016 which is legal and justified. Prayer has been made for dismissal of the claim petition.

4. The workman/claimant filed rejoinder, thereby reiterating her own case as set up in the claim petition and denied the allegations of the Management regarding giving her proper opportunity of hearing before imposing penalty.

4. On the pleadings of the parties, following issues were framed in this case on 18/12/2018 :

- (1) If the Departmental Inquiry conducted was just, fair and proper ?
- (2) If the punishment imposed as a consequence of the inquiry commensurate to the alleged misconduct of the claimant ?
- (3) To what relief the claimant is entitled to ?

5. Perusal of the record shows that despite number of opportunities granted to the workman/claimant to adduce evidence in support her case regarding non conducting of enquiry in a proper and fair manner and by following the principle of natural justice, she did not lead any evidence. It is a matter of record that the claimant had opted not to participate in the proceedings since 2/5/2019 onwards and ultimately this Tribunal vide order dated 12/12/2009 was constrained to reserve the matter for passing Award.

6. At the outset it is mentioned that onus was upon the claimant/workman to prove her allegations regarding conducting of departmental enquiry by the Enquiry Officer in unfair and improper manner & that she was not afforded proper opportunity to defend her case, and further to show that punishment awarded to her by the Disciplinary Authority was not commensurate to her misconduct allegedly proved. The workman/claimant has failed to discharge the onus. In view of the fact that the claimant has not led any evidence in support of her case, this Tribunal is constrained to pass "No Dispute Award" in the matter. Award is passed accordingly.

Let a copy of this Award be sent for publication as required under Section 17 of the Act.

Dictated & corrected by me.

7th January, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 7 अगस्त, 2020

d kvk 673.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आई सी आई सी आई बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 दिल्ली के पंचाट (संदर्भ संख्या 157/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.08.2020 प्राप्त हुआ था।

[सं. एल-12025/01/2020-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 7th August, 2020

S.O. 673.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.157/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. II, Delhi as shown in the Annexure, in the industrial dispute between the management of M/s. ICICI Bank Ltd. and their workmen, received by the Central Government on 07.08.2020.

[No. L-12025/01/2020-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 157/2018**Date of Passing Award- 14th January, 2020****Between:**

Ms. Komal Srivastava,
D/o Late Shri Amir Chand,
R/o C-25, Acharya Kriplani Road, Adarsh Nagar,
Delhi-110033.

... Claimant

Through- Santosh Singh, Advocate,
Chamber No. L-08, K.L. Sharma Block,
Gate No. 2, Tis Hazari Court, Delhi- 110054.

Versus

1. M/s. ICICI Bank Ltd.,
Address:- Branch Office,
A-1/15, Safdarjung Enclave,
New Delhi- 110029.

2. M/s. ICICI Bank Ltd.,
Address:- ICICI Bank Towers, Banda Kurla Complex
Mumbai-400051.

...Managements

Appearances:-

Shri Santosh Singh (A/R) : For the claimant

None for the managements (A/R) : For the Managements

AWARD

This is an application filed by the workman invoking the provision of section 2A of the ID Act. Since, the conciliation proceeding failed before the Labour Commissioner and no reference was made by the Appropriate Government. As per the claim statement the claimant had joined the management Bank as a Sales Officer w.e.f 15.05.2015. Her monthly salary was Rs. 17500/-. Though her designation was Sales Officer in fact she was discharging the work of accountant and at times as a field Staff. She was not exercising the supervision and control over any subordinate staff. Due to her illness she remained on leave from 14.03.2017 after due information to his superior authorities. Since, she was suffering from tuberculosis the doctor advised her complete bed rest and the treatment continued for a long period. She had also intimated this fact to her authorities. After recovering from the ailment on 01.10.2017 she went to the Branch of the bank to resume duty. But she was not allowed to join and the management Bank terminated her service w.e.f 01.10.2017. While doing so the management neither served the notice of termination nor paid her notice pay and retrenchment compensation etc. on 12.12.2017 she served a demand notice on the management which was not considered at all. On 29.12.2017 the workman raised a dispute before a conciliation officer. There the management appeared and participated in the conciliation. Since, no fruitful result could be achieved, the claimant was served with a failure report. 45 days thereafter she filed the present claim petition.

Though the notice through post was duly served in the Head office and Branch Office of the Bank none appeared nor written statement was filed.

The claimant filed her evidence in form of affidavit. Alongwith the affidavit she has filed her I-card, documents related to her treatment including medical certificate of fitness, demand letter the failure report etc marked in a series of WW1/1 to WW1/5. These documents full corroborate the oral testimony of the complainant and lead to a conclusion that the claimant was working as a sales officer with the management Bank from 15.05.2015 till 1.10.2017 having employee number 314021 as a Sales Officer. The document further

reveals that she was ill and was under treatment till 01.10.2017. On 01.10.2017 when she approached the management to join her duty, the management arbitrarily and illegally terminated his service without following the procedures laid down u/s 25F of the ID Act 1947 which makes the termination illegal. In view of the undisputed evidence it is held that the workman is entitled to the relief of reinstatement into service as prayed in the claim petition. There being no evidence about the accrual of earned leave in favour of the workman this tribunal doesn't feel it proper to grant the relief of full back wages as claimed by the claimant. Since, her absence from duty is for a medical condition, it is directed that on reinstatement the claimant/workman shall get the benefit of continuity of service for the period of absence on account of treatment.

The management is directed to reinstate the workman within 3 months from the date when this award would become executable failing which it will be liable to pay the salary to the workman as she was drawing in the month of February 2017 from the date when she is directed to be reinstated till the actual reinstatement is made. Send a copy of this award to the Appropriate Government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

14th January, 2020

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 7 अगस्त, 2020

d kvk 674.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नालंदा ग्रामीण बैंक प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 धनबाद के पंचाट (संदर्भ संख्या 198/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.08.2020 प्राप्त हुआ था।

[सं. एल-12011/27/1999-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 7th August, 2020

S.O. 674.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.198/2000) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Nalanda Gramin Bank and their workmen, received by the Central Government on 07.08.2020.

[No. L-12011/27/1999-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act. 1947

Reference: No. 198/2000

Employer in relation to the management of Nalanda Gramin Bank, Biharsarif, Nalanda

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri Santosh Shran Thakur. Adv..

For the workman. : Sri B. Prasad. Rep.

State : Jharkhand.

Industry:- Banking

Dated 29.05.2020

AWARD

By Order No.L-12011/27/1999/IR(B-I) dated 06/07/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Nalanda Gramin Bank, Biharsarif, Nalanda:

1. In not constituting P.F. Trust though agreed before the ALC(C), Patna is justified?
2. In not regularizing S/Shri Sudama Sharma, Gautam Kumar, Anuj Kumar, Dilip Kumar, Yogendra Prasad & Bal Brinda Ram though they are working since 1981 or last eight years is justified?
3. In not giving Cycle allowance to the messengers is justified?
4. In not giving Acting allowance to their employees on daily rate basis is justified?
5. In not giving leave facilities to its workmen at par with sponsored bank is justified?
6. In not giving overtime wages to their employees for performing extra hours of work on 15th April' 95 is justified?
7. In deducting wages from 3.5.94 to 16.5.94 and 13.7.98 to 16.7.98 of the employee is justified?
8. In not following the practice of appointing workmen Director in the line of nationalized Sponsored banks for better performance to the managerial function is justified?

If not, what relief the concerned workmen are entitled?”

2. After receipt of the reference, both parties were noticed and both the parties appeared for certain dates but subsequently workman left taking step in this case. Further in course of hearing of the case, the President of Provincial Gramin Bihar Employees Association, Sri B. Prasad has informed that union is not interested in contesting the case. It is felt that the workman has lost its interest in this matter. Hence “No dispute” award is passed. communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 7 अगस्त, 2020

d kv k 675.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 44/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.08.2020 प्राप्त हुआ था।

[सं. एल-41012/61/2013-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 7th August, 2020

S.O. 675.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 07.08.2020.

[No. L-41012/61/2013-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW****PRESENT : RAKESH KUMAR, PRESIDING OFFICER****I.D. No. 44/2014**

Ref. No. L-41012/61/2013-IR (B-I) dated: 19.06.2014

BETWEEN :

Shri Shiv Sevak Lal Verma
Native & Address 37, Kurmi Tola, Husainganj
Lucknow – 226001

AND

1. The President
Northern Railway Primary Co-operative Bank
19 A, Vidhan Sabha Marg, Lucknow.
2. The Director
Northern Railway Primary Co-operative Bank
19 A, Vidhan Sabha Marg, Lucknow.

AWARD

1. By order No. L-41012/61/2013-IR (B-I) dated: 19.06.2014 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Shri Shiv Sevak Lal Verma, 37, Kurmi Tola, Husainganj, Lucknow – 226001 and the President, Northern Railway Primary Co-operative Bank, 19 A, Vidhan Sabha Marg, Lucknow & the Director, Northern Railway Primary Co-operative Bank, 19 A, Vidhan Sabha Marg, Lucknow for adjudication.

2. The reference under adjudication is:

“KYA PRABANDHAN NORTHERN RAILWAY PRIMARY CO-OPERATIVE BANK, LUCKNOW DWARA SHRI SHIV SEWAK LAL VERMA, SEWANIVRAT KA VETAN NIRDHARAN NA KAR DEYA BHUGTAAN KA BHUGTAAN NA KIYA JANA NYAYOCHIT EVAM VAIDH HAI? YADI NAHI TO VAADI KIS RAAHAT KO PANE KA HAKDAAR HAI?”

3. The case of the workman, Shiv Sewak Lal Verma, in brief, is that after serving for 39 years, 02 months and 15 days, the workman retired on 31.07.2009 on attaining the age of superannuation from the post of Development Inspector. It has been submitted by the workman that he had been given benefit of time scale in the year 2006, effective since 2004 and his pay was on the maximum of the pay scale, i.e. Rs. 5500-175-9000; accordingly, his pay was fixed, after first stagnation increment, on 01.01.2005 at Rs. 9175/-. It has been alleged by the workman that after implementation of the recommendations of the 6th Central Pay Commission (hereinafter referred to as CPC) in the opposite party establishment in May, 2009 at Rs. 22,890/ instead of Rs. 23,950/- in an incorrect and arbitrary way to which the workman represented before the authorities vide representation dated 28.05.2009. The workman has claimed that his fixation should have been done in terms of para 10 of recommendations of the 6th CPC and its subsequent clarifications; but the management failed to do so in spite of his several representations to the bank, in continuation to his earlier representation dated 28.05.2009, the bank did not accede to his request and made short payment of post retiral dues in December, 2009. Accordingly, the workman has prayed this Tribunal to direct the management/bank to pay the difference of reitral dues with interest. Calculation/correction regarding monetary dues etc. has been given in the claim statement.

4. The management of the opposite party/bank has disputed the claim of workman, with submission that the workman concerned, while holding the post of President of Employees Union of the Bank in the year 1982 and 1999, had been allowed special pay equivalent to one increment with merger in basic pay by the Administrator in the said years i.e. 1982 & 1999, which were not in accordance with the Statutory Regulation 37, 38 and 42 of U.P. Cooperative Societies Employees Service Regulation 1975 as no written prior approval of the Registrar was taken by the administrator in 1982 & 1999, thus, the said increments were made de-horse the

rule and law. The bank has submitted that the Audit objection was raised on 18.03.1986 by the auditor against the grant of special increment in 1982 and the said audit objections were received by the management vide letter dated 21.07.2006. The management, in response to his representations dated 28.05.2009 & 10.07.2009, had been informed vide letter dated 08.08.2009 that the special increment/granted to him in 1982, 1997 and 1999 were wrongly merged in basic pay and other allowances were illegally paid to him, therefore, in pursuance to the directions issued by the competent authority, his payments shall be released after making corrections/adjustments. The management of the bank has stated that the workman submitted his explanation dated 17.08.2009 over alleged illegal grant of increments in 1982 & 1999 and the Committee of Management in its meeting dated 24.11.2009, decided to adjust the illegal increments granted to the workman in the year 1982 & 1999, from his post retiral dues; resultantly, the workman was paid finally vide letter dated 04.12.2009 to the tune of Rs. 3,27,095/-.

The management has specifically submitted that basic pay of the workman as on 31.07.2009, minus two special increments granted in the year 1982 & 1999 was Rs. 22,120/-; whereas he has illegally been drawing his basic pay @ Rs. 23,580/-; hence the total sum that accrued towards gratuity and other heads came to Rs. 6,32,070/- and after adjusting the amount of Rs. 3,04,975/- towards illegal payment, the workman was paid Rs. 3,27,095/-. The management has submitted that the illegal benefits extended to the workman were in violation to the Regulation of 37, 38 and 42 of U.P. Cooperative Societies Employees Service Regulation 1975, therefore, the action of the management in adjusting the same from the retiral dues was fair and claim of the workman be rejected being devoid of merit.

5. The workman while denying the contrary pleadings of written statement, has filed rejoinder, reiterating his contentions, already made in the statement of claim.

6. The parties filed documents in support of their respective case and adduced oral evidence. The workman examined himself; whereas the management examined Sri Vijay Kumar Srivastava, Managing Director of the bank in support of their case. The parties availed opportunity to cross-examine the witness of each other; apart from forwarding oral arguments in support of their contentions.

7. Heard authorized representatives of the parties at length and perused entire evidence on record.

8. Having gone through the rival contentions of the parties, it comes out that the workman has come up with a case that on grant of time scale, effective w.e.f. 2004, since his pay was on the maximum of the pay scale, i.e. Rs. 5500-175-9000; accordingly, his pay was fixed, after first stagnation increment, on 01.01.2005 at Rs. 9175/-. However, while fixing his pay in accordance with the recommendations of the 6th Central Pay Commission, in May, 2009, his pay was fixed @ Rs. 22,890/- instead of Rs. 23,950/-, arbitrarily and his concern over the incorrect fixation was not acceded by the management in spite of several representations.

9. In rebuttal, the case of the management is that the workman had been allowed special pay equivalent to one increment with merger in basic pay scale by the Administrator twice, i.e. in the year 1982 & 1999, which were not in accordance with the Statutory Regulation 37, 38 and 42 of U.P. Cooperative Societies Employees Service Regulation 1975 as no written prior approval of the Registrar was taken by the administrator in 1982 & 1999. The bank has submitted that the Audit objection was raised on 18.03.1986 by the auditor against the grant of special increment in 1982 and the said audit objections were received by the management vide letter dated 21.07.2006; accordingly, the workman had been informed vide letter dated 08.08.2009 that the special increment/granted to him in 1982, 1997 and 1999 were wrongly merged in basic pay and other allowances were illegally paid to him, therefore, in pursuance to the directions issued by the competent authority, the benefits of illegal increments granted to the workman in the year 1982 & 1999, were recovered legally from his post retiral dues. It is also the case of the management that basic pay of the workman as on 31.07.2009, minus two special increments granted in the year 1982 & 1999 has Rs. 22,120/-; whereas he was illegally been drawing his basic pay @ Rs. 23,580/-.

10. Thus, the bone of contention which appears, from the respective pleadings and perusal of the documentary evidence, relied upon by the parties in support of their respective stand, is as to whether the grant/merger of special increment to the workman in the year 1982 and 1999 was as per relevant Rules or not? The management has submitted that the illegal benefits i.e. grant/merger of special increment to the workman in the year 1982 and 1999 were in violation to the Regulation of 37, 38 and 42 of U.P. Cooperative Societies Employees Service Regulation 1975.

The Regulation of 37, 38 and 42 of U.P. Cooperative Societies Employees Service Regulation 1975, reads as under:

37. *Subject to the prior written approval of Registrar and the provision in the budget, the committee of management of co-operative society may from time to time fix special allowance for such posts that may involve special responsibility and risk in the discharge of duties.*
38. *Allowance referred to in Regulation No. 37 shall be payable only to an employee who is actually at the time fulfilling the conditions and performing the duties for which such allowance is admissible.*
42. *Other Allowances – (i) A Co-operative Society may, subject to the provisions of these regulations and general or special orders issued by the Registrar, give any other allowance or pecuniary concessions to its employees.*
(ii) A Co-operative Society may also grant, with the permission of the Registrar, pecuniary incentive to an employee or class of employees for outstanding performance:
Provided that payment of travelling and daily allowance shall be governed by the provisions contained in Regulations 42.

Thus, from bare perusal of the above quoted Regulations, it is crystal clear that any “special allowance” was admissible to any post, subject to the prior approval of the Registrar only; whereas from perusal of the order regarding grant of special pay to the workman through order dated 06.07.1982, paper No. 6/9 and dated 23.02.1999, paper No. 6/11 it is revealed that the same were not issued with ‘prior written approval of the Registrar’. Also, the withdrawal of the said increments, granted in the year 1982 and 1999, consequent to audit objections, communicated to the bank vide letter dated 21.07.2006 does not seem to be incorrect and unjustified, particularly, when the workman had been informed of the correction vide letter dated 08.08.2009. Further, the matter regarding adjustment of over payment to the workman had been considered in the Managing Committee Meeting dated 24.11.2009 vide issue No. 06; wherein it was decided by the Managing Committee that since the delay in payment of settlement dues was due to calculation and adjustment of overpayments, no interest shall be paid to the workman on his gratuity and **taking a lenient view the Managing Committee also decided that the bank will also not claim any interest on the over payments on account of personal pay received by the workman.**

Hence, from the facts and circumstances of the case and discussions made hereinabove, it is crystal clear; that the grant of personal/special pay to the workman in the year 1982 and 1999 without written approval of the Competent Authority i.e. the Registrar was in utter violation of the Regulation 37, 38 and 42 of U.P. Cooperative Societies Employees Service Regulation 1975; moreover, the merger of the personal/special pay was also an error committed on the part of the management bank; which was rightly withdrawn by the management.

11. The workman has also submitted that the action of the management in making adjustment from the gratuity and non-payment of the interest on the delayed payment is contrary to the settled law. He has relied upon decision of Hon’ble High Court, Lucknow Bench, Lucknow dated 01.10.2008 in Writ Petition No. 1133 (SB) of 2001 *Indrajeet Singh vs State of UP & others*. The representative of the management has submitted that the law relied upon by the workman is not applicable in the present case as the delay caused was due to compliance of Audit Report and calculations which took place in response thereto, which resulted into recovery of over payment made to the workman; however, the Management Committee taking a lenient view decided not to claim any interest on the overpayment.

Hon’ble Apex Court in its judgment dated 17.08.2012 in Civil Appeal No. 5899 of 2012 *Chandi Prasad Uniyal & others vs Stae of Uttarakhand & others* has observed as under:

- “15. *We are not convinced that this Court in various judgments referred to hereinbefore has laid down any proposition of law that only if the State or its officials establish that there was misrepresentation or fraud on the part of the recipients of the excess pay, then only the amount paid could be recovered. On the other hand, most of the cases referred to hereinbefore turned on the peculiar facts and circumstances of those cases either because the recipients had retired or on the verge of retirement or were occupying lower posts in the administrative hierarchy.*

16. *We are concerned with the excess payment of public money which is often described as “tax payers money” which belongs neither to the officers who have effected over-payment nor that of the recipients. We fail to see why the concept of fraud or misrepresentation is being brought in such situations. Question to be asked is whether excess money has been paid or not may be due to a bonafide mistake. Possibly, effecting excess payment of public money by government officers may be due to various reasons like negligence, carelessness, collusion, favoritism etc. because money in such situation does not belong to the payer or the payee. Situations may also arise where both the payer and the payee are at fault, then the mistake is mutual. Payments are being affected in many situations without any authority of law and payments have been received by the recipients also without any authority of law. Any amount paid/received without authority of law can always be recovered bearing few exceptions of extreme hardships but not as a matter of right, in such situations law implies an obligation on the payee to repay the money, otherwise it would amount to unjust enrichment.”*

Further, Hon’ble Apex Court in its decision dated 01.11.2013 in Civil Appeal No. 9873 of 2013 *U.T. Chandigarh & others vs Gurcharan Singh & another*; wherein recovery has been made from the pay of the respondent by the appellant, rectifying the mistake committed earlier, while fixing the pay of the respondent, has held as under:

- “12. *Though a submission had been made on behalf of the respondent that no amount should be recovered from the salary paid to the respondent, the said submission cannot be accepted because if any amount had been paid due to mistake, the mistake must be rectified and amount so paid in pursuance of the mistake must be recovered. It might also happen that the employer might have to pay some amount to the respondent as a result of some mistake and in such an event, even the appellant might have to pay to the respondent. Be that as it may, upon settlement of the account, whatever amount has to be paid to the respondent employee or to the appellant employer shall be paid and the account shall be adjusted accordingly.”*

12. Thus, having regard to the peculiar facts and circumstances of the case and law cited hereinabove, I am of firmed opinion that the workman, Shiv Sewak Lal Verma had illegally been allowed special pay equivalent to one increment with merger in basic pay by the Administrator in the years 1982 & 1999, which were contrary to the Statutory Regulation 37, 38 and 42 of U.P. Cooperative Societies Employees Service Regulation 1975; and the management of the Northern Railway Primary Cooperative Bank Limited has rightly withdrawn the same and recovered/adjusted the dues accordingly. Hence, the action of the opposite party in not fixing the pay of the workman, as claimed by him, was neither unjustified nor illegal; and resultantly, the workman, Shiv Sewak Lal Verma is not entitled for any relief.

13. The reference under adjudication is answered accordingly.

14. Award as above.

LUCKNOW

03rd July, 2019

RAKESH KUMAR, Presiding Officer